



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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July 30, 2019

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 existing agreements with the vendors listed in **bold** below to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$558,814 from \$16,150,682 to \$16,709,496 with no change to the contract completion date of September 30, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$253,000	\$5,750	\$258,750	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
FIT/NHNN, Inc.	\$2,071,182	\$52,214	\$2,123,396	O: 07/27/18 Item #7 A1: 12/05/2018 Item #2 A2:6/19/19 Item #29E
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$493,000	\$0	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
Greater Nashua Council on Alcoholism	\$1,379,000	\$0	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23 A2:6/19/19 Item #29E

Headrest	\$611,000	\$69,350	\$680,350	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Manchester Alcoholism Rehabilitation Center	\$5,299,800	\$0	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #2 A3:6/19/19 Item #29E 3
Hope on Haven Hill	\$725,000	\$50,500	\$775,500	O: 07/27/18 Item #7 A1: 12/05/18 Item #23 A2:6/19/19 Item #29E
North Country Health Consortium	\$1,419,000	\$87,000	\$1,506,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Phoenix Houses of New England, Inc.	\$1,926,000	\$162,750	\$2,088,750	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$1,861,000	\$131,250	\$1,992,250	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23 A3:6/19/19 Item #29E
The Community Council of Nashua, N.H.	\$23,000	\$0	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
West Central Services, Inc.	\$16,500	\$0	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2:6/19/19 Item #29E
Total	\$16,150,682	\$558,814	\$16,709,496	

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

State Fiscal Year	Class / Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Svc	92057040	\$16,150,682	\$558,814	\$16,709,496
			Total	\$16,150,682	\$558,814	\$16,709,496

EXPLANATION

This purpose of this request is to increase the price limitation of the seven (7) agreements with the Contractors listed in **bold** above to provide additional substance use disorder treatment and recovery support services, statewide. These funds will be used to provide room and board payments in the amount of \$100 per day for Medicaid-covered individuals with Opioid Use Disorder (OUD) who are in residential treatment. Approximately 6,000 individuals will receive residential substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 42,191 days of room and board will be funded through this amendment. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved New Hampshire's proposal in September 2018. The contractors above will use these funds to ensure that individuals with OUD receive the appropriate level of residential treatment and have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

These agreements are part of the Department's overall strategy to respond to the opioid epidemic, and other types of substance use disorders that continue to impact individuals, families, and communities in New Hampshire. Under the current contracts, there are thirteen (13) vendors delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services, as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with six (6) cases still pending. This request, if approved, will provide additional support for the Department's effort to continue to respond to the opioid epidemic and substance misuse as a whole.

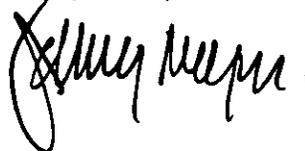
Should the Governor and Executive Council not authorize this request, residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers", written in a cursive style.

Jeffrey A. Meyers
Commissioner

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



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$258,750.

2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:

6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$78,750**.

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



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7-30-19
Date

Katja S. Fox
Name: Katja S. Fox
Title: Director

Dismas Home of New Hampshire, Inc.

7.29.19
Date

SARA J. LUTAT
Name: SARA J. LUTAT
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on 7/29/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Branch Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: **Jarmila Silva**
Notary Public • State of New Hampshire
My Commission Expires 01/10/2023

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



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

OFFICE OF THE ATTORNEY GENERAL

7/31/19
Date

Deanne Martin
Name:
Title: Associate AG

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 719017

Certificate Number: 0004521101



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of DISMAS HOME OF NEW HAMPSHIRE, INC
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 7/29/19:
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29 day of July, 2019
(Date Contract Signed)

4. SARA LUTAT is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John D. Wallace
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 7 day of 29, 2019

By John D Wallace
(Name of Elected Officer of the Agency)

Jarmila Silva
Notary Public • State of New Hampshire
My Commission Expires 01/10/2023
(NOTARY SEAL)

Jarmila Silva
(Notary Public/Justice of the Peace)

Commission Expires: _____

Jarmila Silva
Notary Public • State of New Hampshire
My Commission Expires 01/10/2023



DISMHOM-01

SMAHONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2019

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

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

PRODUCER MBI Company Group LLC. 280 State Street North Haven, CT 06473	CONTACT NAME: Sandra Mahoney PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: sandra.mahoney@mbi-ins.com																					
INSURED Dismas Home of New Hampshire Inc. P.O. Box 73 North Sutton, NH 03260	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Technology Insurance Company</td> <td></td> <td style="text-align: center;">42376</td> </tr> <tr> <td>INSURER B: Benchmark Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Technology Insurance Company		42376	INSURER B: Benchmark Insurance Company			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TPP130689300	5/11/2019	5/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TPP130689300	5/11/2019	5/11/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TBD	5/11/2019	5/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	BRX10209200	5/11/2019	5/11/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Health and Human Services
 Division of Behavioral Health
 105 Pleasant St, 3rd Floor North
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Mission Statement
Of
Dismas Home of New Hampshire
(Revised as of February, 2019)**

Dismas Home of New Hampshire (DHNH) is a non-profit, 501 (c)(3) charitable organization providing previously incarcerated women a comprehensive program based on education, training, therapy, and recovery services. Our nurturing, family-like environment empowers healing and life transformation, allowing the women we serve to rejoin their families and live full and productive lives.



**FINANCIAL STATEMENTS
OF DISMAS HOME OF NH
APRIL 30, 2019**

RFA-2019-BDAS-01-SUBST-01

**Respectfully Submitted by: Sara J. Lutat, MSW/MLADC
Executive Director**



**Report on Preparation of Financial Statements
RFA-2018-BDAS-01-SUBST-01**

April 30, 2019

To: Bureau of Alcohol and Drugs Services/Department of Health and Human Services

The accompanying financial statement of Dismas Home of NH, Inc. as of and for the period ending , April 30, 2019, were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance of them.

**Bernard R. Towne, CPA
Champion Accounting Solutions, PLLC**

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Report on Preparation of Financial Statements

April 30, 2019

To: The Board of Directors of Dismas Home of NH, Inc

The accompanying financial statements of Dismas Home of NH, Inc. as of and for the period ending April 30, 2019 were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance on them.

Bernard R Towne, CPA
Champion Accounting Solutions, PLLC

Statement of Activity Last Month

April 2019

	Apr 2019	Mar 2019 (PP)	Total
REVENUE			
4100 Donations	2,215.00		1,855.00
4150 Grant	3,000.00		0.00
4220 Interest Inc	2.58		3.20
4410 Resident Fees	153.00		716.00
4500 Government Funding			
4520 BDAS	6,075.00		
4530 Medicaid Reimbursements	4,080.00		10,920.00
Total 4500 Government Funding	10,155.00		10,920.00
Total Revenue	15,525.58		13,494.20
GROSS PROFIT	15,525.58		13,494.20
EXPENDITURES			
5100 Advertising			
5110 Constant Contact	42.75		42.75
Total 5100 Advertising	42.75		42.75
5200 Auto & Transport			
5210 Auto Insurance	312.01		312.01
5240 Gas & Fuel	42.72		
5250 Parking			4.67
5270 Registration	161.20		
5280 Service & Parts	35.00		63.97
Total 5200 Auto & Transport	550.93		380.65
5400 Fees & Charges			
5420 PayPal CC Fees	4.66		19.64
5430 Bank Fees			5.22
Total 5400 Fees & Charges	4.66		24.86
5600 Insurance			
5610 Director & Officer Liability			305.69
5630 Workers Comp	591.00		591.00
Total 5600 Insurance	591.00		896.69
5700 Meats & Entertainment	168.79		
5800 Office Expenses			
5810 Computer & Software	82.59		86.55
5820 Office Supplies	300.84		464.93
5830 Postage and Delivery			110.00
Total 5800 Office Expenses	383.43		661.48
5900 Payroll and other employee expenses			
5910 Employer Taxes	1,293.97		1,215.33
5920 Salaries & Wages	15,351.37		14,024.62
5940 Training	25.00		
Total 5900 Payroll and other employee expenses	16,670.34		15,239.95

		Total
	Apr 2019	Mar 2019 (PP)
6300 Prof and Legal Fees		
6340 Accountant	602.50	522.50
Total 6300 Prof and Legal Fees	602.50	522.50
6400 Taxes & Licenses		
6470 Filing Fees		7.00
Total 6400 Taxes & Licenses		7.00
6600 Utilities		
6620 Heating Oil		905.79
6630 Internet TV Phone		43.04
6650 Security Monitoring		59.90
Total 6600 Utilities		1,008.73
6700 Other Home Expenses		
6710 Maintenance	521.09	376.38
6720 Groceries	262.35	258.50
6730 Entertainment	7.99	7.99
6740 Drug Tests	155.00	
6750 Background checks		25.00
6760 Resident Services		2,495.82
Total 6700 Other Home Expenses	946.43	3,163.69
Total Expenditures	19,960.83	21,948.30
NET OPERATING REVENUE	-4,435.25	-8,454.10
NET REVENUE	\$ -4,435.25	\$ -8,454.10

Statement of Activity YTD

January - April, 2019

	Jan - Apr, 2019	Jan - Apr, 2018 (PY)	Total
REVENUE			
4100 Donations	9,830.00		33,951.12
4150 Grant	3,000.00		15,000.00
4210 Div Income	3.99		2.42
4220 Interest Inc	8.89		7.46
4310 Other Income			1,390.00
4320 Gains/Losses on trading portfolio			24.01
4410 Resident Fees	3,435.00		697.00
4500 Government Funding			
4520 BDAS	28,335.00		
4530 Medical Reimbursements	16,320.00		
Total 4500 Government Funding	44,655.00		
4610 Room & Board (in kind)			1,846.16
Total Revenue	60,932.88		52,918.17
GROSS PROFIT	60,932.88		52,918.17
EXPENDITURES			
5100 Advertising			
5110 Constant Contact	171.00		99.75
5150 Other Advertising	53.10		
Total 5100 Advertising	224.10		99.75
5200 Auto & Transport			
5210 Auto Insurance	1,583.05		
5240 Gas & Fuel	42.72		
5250 Parking	4.67		1.00
5270 Registration	161.20		206.20
5280 Service & Parts	98.97		378.06
Total 5200 Auto & Transport	1,890.61		585.26
5300 Dues & Subscriptions			74.95
5400 Fees & Charges			
5420 PayPal CC Fees	31.87		17.04
5430 Bank Fees	12.06		78.98
Total 5400 Fees & Charges	43.93		96.02
5600 Insurance			
5610 Director & Officer Liability	1,373.90		2,375.83
5620 Home			
5630 Workers Comp	2,364.00		
Total 5600 Insurance	3,737.90		2,375.83
5700 Meals & Entertainment	298.47		
5800 Office Expenses			
5810 Computer & Software	366.26		284.93
5820 Office Supplies	1,140.61		1,160.92

	Jan - Apr, 2019	Jan - Apr, 2018 (PY)	Total
5830 Postage and Delivery	130.00		225.80
Total 5800 Office Expenses	1,636.87		1,671.65
5900 Payroll and other employee expenses			
5910 Employer Taxes	4,993.08		5,213.73
5920 Salaries & Wages	57,441.36		57,132.51
5940 Training	2,786.31		385.00
Total 5900 Payroll and other employee expenses	65,220.75		62,731.24
6300 Prof and Legal Fees			
6340 Accountant	2,260.98		3,484.83
Total 6300 Prof and Legal Fees	2,260.98		3,484.83
6321 Fund Raising Events			467.00
6400 Taxes & Licenses			
6470 Filing Fees	7.00		
Total 6400 Taxes & Licenses	7.00		
6600 Utilities			
6610 Electric	981.04		937.14
6620 Heating Oil	1,571.42		830.64
6630 Internet TV Phone	366.12		482.15
6640 Water & sewer	278.26		250.24
6650 Security Monitoring	149.75		
Total 6600 Utilities	3,346.59		2,500.17
6700 Other Home Expenses			
6710 Maintenance	1,132.98		196.96
6720 Groceries	606.51		394.48
6730 Entertainment	31.96		31.96
6740 Drug Tests	227.45		505.00
6750 Background checks	25.00		80.00
6760 Resident Services	2,495.82		
Total 6700 Other Home Expenses	4,519.72		1,208.40
Total Expenditures	83,186.92		75,295.10
NET OPERATING REVENUE	-22,254.04		-22,376.93
NET REVENUE	\$ -22,254.04		\$ -22,376.93

Statement of Financial Position YTD

As of April 30, 2019

	Total	
	As of Apr 30, 2019	As of Apr 30, 2018 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1072 Bill.com Money Out Clearing	25.00	0.00
1115 Bar Harbor CD	10,000.00	
1130 N Profit	54,497.59	38,261.99
1140 St. Mary's Bank Checking	7,535.07	1,899.51
1150 Paypal	3,609.21	352.91
Total Bank Accounts	75,666.87	40,514.41
Other Current Assets		
1230 Due from Resident	521.73	521.73
Total Other Current Assets	521.73	521.73
Total Current Assets	76,188.60	41,036.14
Fixed Assets		
1500 Manchester Home		
1520 Electrical work	1,500.00	1,500.00
1530 Fire alarm system	24,656.00	15,850.00
1540 Boiler	30,080.94	30,080.94
1550 Interior painting	967.00	967.00
1560 Kitchen work	6,108.00	6,108.00
1580 Security system	10,183.15	10,183.15
1590 Furniture	792.19	792.19
1591 Interior Decorating	896.37	
1592 Fire Suppression System	2,400.00	2,400.00
1593 Windows	3,025.00	3,025.00
1594 Roof	9,248.00	9,248.00
Total 1500 Manchester Home	89,856.65	80,154.28
1610 Vehicles	15,735.17	15,735.17
1700 Accumulated Depreciation	-18,770.31	-8,113.33
Total Fixed Assets	86,821.51	87,776.12
TOTAL ASSETS	\$163,010.11	\$128,812.26
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2105 Accounts Payable	7,074.84	2,019.67
Total Accounts Payable	7,074.84	2,019.67
Credit Cards		
2110 LSB MC	924.18	978.42
Total Credit Cards	924.18	978.42

	As of Apr 30, 2019	As of Apr 30, 2018 (PY)	Total
Other Current Liabilities			
2220 NH Unemployment Tax Payable	-176.32		843.08
Credit Card Clearing	-881.46		-100.00
Total Other Current Liabilities	-1,057.78		743.08
Total Current Liabilities	6,941.24		3,741.17
Total Liabilities	6,941.24		3,741.17
Equity			
3100 Unrestricted Net Assets	153,783.91		105,291.58
3101 Board Designated Funds	0.00		30,000.00
3200 Temporarily Restricted Net Assets	24,539.00		12,156.44
Net Revenue	-22,254.04		-22,376.93
Total Equity	156,068.87		125,071.09
TOTAL LIABILITIES AND EQUITY	\$163,010.11		\$128,812.26

Statement of Cash Flows YTD

January - April, 2019

	Total
OPERATING ACTIVITIES	
Net Revenue	-22,254.04
Adjustments to reconcile Net Revenue to Net Cash provided by operations:	
1210 Accounts Receivable (A/R)	-6,960.00
2105 Accounts Payable	4,314.03
2110 LSB MC	-1,188.98
2210 Federal Withholding	-2,026.72
2220 NH Unemployment Tax Payable	-511.11
Credit Card Clearing	1,231.70
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:	-5,141.08
Net cash provided by operating activities	-27,385.12
INVESTING ACTIVITIES	
1530 Manchester Home:Fire alarm system	-7,372.00
1591 Manchester Home:Interior Decorating	-431.57
Net cash provided by investing activities	-7,803.57
FINANCING ACTIVITIES	
3100 Unrestricted Net Assets	7,134.00
3200 Temporarily Restricted Net Assets	-7,134.00
Net cash provided by financing activities	0.00
NET CASH INCREASE FOR PERIOD	-35,188.69
Cash at beginning of period	110,865.56
CASH AT END OF PERIOD	\$75,666.87

Temp Restricted Net Assets Ledger to Date

January - April, 2019

Date	Memo/Description	Amount
Temporarily Restricted Net Assets		
Beginning Balance		
01/31/2019	January 2019 releases from restriction	-1,660.00
02/28/2019	February 2019 releases from restriction	-2,974.00
03/31/2019	March 2018 releases from restriction	-3,930.00
04/30/2019	Adjust Temp Restricted Net Assets for Grant Received	3,000.00
04/30/2019	April 2019 releases from restriction	-1,570.00
Total for Temporarily Restricted Net Assets		\$ -7,134.00
TOTAL		\$ -7,134.00

YTD Budget to Actual

January - April, 2010

	Actual	Budget	over Budget	Total % of Budget
REVENUE				
4100 Donations	9,830.00	36,668.00	-26,838.00	26.81 %
4150 Grant	3,000.00	22,000.00	-19,000.00	13.64 %
4210 Div Income	3.99	3.00	0.99	133.00 %
4220 Interest Inc	8.89	20.00	-11.11	44.45 %
4410 Resident Fees	3,435.00	2,408.00	1,027.00	142.65 %
4500 Government Funding				
4520 BDAS	28,335.00	30,400.00	-2,065.00	93.21 %
4530 Medicaid Reimbursements	16,320.00	29,200.00	-12,880.00	55.89 %
Total 4500 Government Funding	44,655.00	59,600.00	-14,945.00	74.92 %
Total Revenue	60,832.88	120,699.00	-59,766.12	50.48 %
GROSS PROFIT	60,832.88	120,699.00	-59,766.12	50.48 %
EXPENDITURES				
5100 Advertising				
5110 Constant Contact	171.00	168.68	4.32	102.59 %
5130 Website Design		418.68	-418.68	
5150 Other Advertising	53.10	33.32	19.78	159.36 %
Total 5100 Advertising	224.10	618.68	-392.58	36.34 %
5200 Auto & Transport				
5210 Auto Insurance	1,583.05	400.00	1,183.05	395.78 %
5240 Gas & Fuel	42.72	83.32	-40.60	51.27 %
5250 Parking	4.67	3.32	1.35	140.66 %
5270 Registration	161.20	75.00	86.20	214.93 %
5280 Service & Parts	98.97	166.68	-67.71	59.38 %
5290 Tolls		6.68	-6.68	
Total 5200 Auto & Transport	1,890.61	735.00	1,155.61	257.23 %
5300 Dues & Subscriptions		166.68	-166.68	
5400 Fees & Charges				
5410 Epay		16.68	-16.68	

	Actual	Budget	over Budget	Total % of Budget
5420 PayPal CC Fees	31.87	33.32	-1.45	95.65 %
5430 Bank Fees	12.08	100.00	-87.94	12.08 %
5440 Fire Alarm Fee		16.68	-16.68	
Total 5400 Fees & Charges	43.93	166.68	-122.75	26.36 %
5600 Insurance				
5610 Director & Officer Liability	1,373.90	300.00	1,073.90	457.97 %
5620 Home		833.32	-833.32	
5630 Workers Comp	2,364.00	3,666.68	-1,302.68	64.47 %
Total 5600 Insurance	3,737.90	4,800.00	-1,062.10	77.87 %
5700 Meals & Entertainment	298.47	33.32	265.15	895.77 %
5800 Office Expenses				
5810 Computer & Software	366.26	533.32	-167.06	68.68 %
5820 Office Supplies	1,140.61	1,333.32	-192.71	85.55 %
5830 Postage and Delivery	130.00	333.32	-203.32	39.00 %
5840 Printing and Reproduction		66.68	-66.68	
Total 5800 Office Expenses	1,638.87	2,266.64	-629.77	72.22 %
5900 Payroll and other employee expenses				
5910 Employer Taxes	4,993.08	5,848.00	-854.92	85.38 %
5920 Salaries & Wages	57,441.36	67,232.00	-9,790.64	85.44 %
5940 Training	2,786.31	333.32	2,452.99	835.93 %
Total 5900 Payroll and other employee expenses	65,220.75	73,413.32	-8,192.57	88.84 %
6300 Prof and Legal Fees				
6330 Lawyer		2,500.00	-2,500.00	
6340 Accountant	2,260.98	3,333.32	-1,072.34	67.83 %
Total 6300 Prof and Legal Fees	2,260.98	5,833.32	-3,572.34	38.78 %
6321 Fund Raising Events		500.00	-500.00	
6400 Taxes & Licenses				
6410 Annual Report Certificate		75.00	-75.00	
6460 Not for profit State report		8.32	-8.32	
6470 Filing Fees	7.00		7.00	
Total 6400 Taxes & Licenses	7.00	83.32	-76.32	8.40 %

	Actual	Budget	over Budget	Total % of Budget
6600 Utilities				
6610 Electric	981.04	1,266.68	-285.64	77.45 %
6620 Heating Oil	1,571.42	833.32	738.10	188.57 %
6630 Internet TV Phone	366.12	583.32	-217.20	62.76 %
6640 Water & sewer	278.28	500.00	-221.74	55.65 %
6650 Security Monitoring	149.75	1,000.00	-850.25	14.98 %
Total 6600 Utilities	3,348.59	4,183.32	-838.73	80.00 %
6700 Other Home Expenses				
6710 Maintenance	1,132.98	668.68	466.30	169.94 %
6720 Groceries	608.51	833.32	-226.81	72.78 %
6730 Entertainment	31.96	66.68	-34.72	47.93 %
6740 Drug Tests	227.45	583.32	-355.87	38.99 %
6750 Background checks	25.00	133.32	-108.32	18.75 %
6760 Resident Services	2,495.82	1,333.32	1,162.50	187.19 %
Total 6700 Other Home Expenses	4,519.72	3,616.64	903.08	124.97 %
7100 Depreciation		3,333.32	-3,333.32	
Total Expenditures	83,186.92	99,748.24	-16,561.32	83.40 %
NET OPERATING REVENUE	-22,254.04	20,950.76	-43,204.80	-106.22 %
NET REVENUE	\$ -22,254.04	\$20,950.76	\$ -43,204.80	-106.22 %



BOARD OF DIRECTORS
DISMAS HOME OF NEW HAMPSHIRE
May 14, 2019

NAME: Paul Allen Young
DATE OF BOARD MEMBERSHIP: June, 2015
BOARD OFFICER: President
PERSONAL ADDRESS: [REDACTED]
Day Time Telephone #: [REDACTED]

NAME: Elaine Rizzo
DATE OF BOARD MEMBERSHIP: October, 2015
BOARD OFFICER: Vice President
PERSONAL ADDRESS: [REDACTED] Windham, NH 03097
Day Time Telephone #: [REDACTED]

NAME: John D. Wallace
DATE OF BOARD MEMBERSHIP: November, 2014
BOARD OFFICER: Treasurer
PERSONAL ADDRESS: [REDACTED] NH 03504
Day Time Telephone #: [REDACTED]

NAME: Jodi Kelley Hoyt
DATE OF BOARD MEMBERSHIP: May, 2016
BOARD OFFICER: Secretary
PERSONAL ADDRESS: [REDACTED]
Day Time Telephone #: [REDACTED]

NAME: Anthony J. Coriaty
DATE OF BOARD MEMBERSHIP: September, 2014
PERSONAL ADDRESS: [REDACTED]
Day Time Telephone #: [REDACTED]

NAME: Annika Augusta Marie Stanley-Smith
DATE OF BOARD MEMBERSHIP: January, 2018
PERSONAL ADDRESS: [REDACTED]
Day Time Telephone #: [REDACTED]

NAME: Julie Ann McCarthy
DATE OF BOARD MEMBERSHIP: October, 2017
PERSONAL ADDRESS: [REDACTED]
Day Time Telephone #: [REDACTED]

DISMAS **H**OME NEW HAMPSHIRE

NAME: Kenneth P. Brown

DATE OF BOARD MEMBERSHIP: October, 2018

PERSONAL ADDRESS: [REDACTED]

Day Time Telephone #: [REDACTED]

NAME: Christopher Young

DATE OF BOARD MEMBERSHIP: October, 2018

PERSONAL ADDRESS: [REDACTED]

Day Time Telephone #: [REDACTED]

EXECUTIVE DIRECTOR

NAME: Sara Jane Lutat, MSW/MLADC

DATE OF HIRE: May, 2016

PERSONAL ADDRESS: [REDACTED]

*Program Coordinator
CRSW
Under Supervision*

Jessica Mckenzie

Manchester, NH 03102
[REDACTED]
[REDACTED]

Work Experience

Direct support provider/case worker

Provided counseling for kids in the foster system with severe trauma due to parents with active addictions
Transport clients and supervised visitations
Coordinated school enrollment and afterschool activities
Administered medications and properly logged it
I was lead supervisor and trained new staff
Entered hourly logs for clients to aid in final discharge decisions
Incharge of weekly meal prep, budget and shopping

As a case worker, I help kids who grew up in institutions become productive members of society
I aided in writing resumes and securing a job
Transporting clients to job interviews and appointments
Helped meet short and long term goals made by their therapists

Education

General

Skills

Direct Care, Social Work, Social Service

Military Service

Branch: US military
Service Country: United States
Rank: E3
November 2008 to November 2012

Certifications/Licenses

First Aid CPR AED

Medication Administration

NAPPI Certified

- Maintain personnel files according to identified standards relative to established personnel policies
- Assist Executive Director with New Hire documentation for the personnel file

HEALTH OFFICER:

- Inspect, on a monthly basis, all safety requirements/security for the Dismas Home as per the policy established, and accurately record findings
- Conduct fire drills and maintain accurate records of such

FINANCIAL ADMINISTRATION:

- Approve bills after they have been scanned into the Bill.com system
- Monitor the scheduling of bio-hazard removal
- Order supplies and keep accurate receipts
- Monitor usage of gift cards
- Receive weekly/bi-Weekly program fees from residents working and calculate 30% of their wages

ASSIST WITH OFFICE ADMINISTRATION:

- Answer the phone – making note of all necessary information needed to return calls
- Schedule clinical appointments with residents once a week, and possible evaluations with MLADC, checking the Executive Director's schedule
- Schedule appointments for interviews for Executive Director
- Schedule meetings as requested by Executive Director
- Maintain office supplies and the upkeep of office equipment
- Coordinate IT/assistance with IT problems
- Assist with maintaining policy books (medication, personnel, and residential)
- Maintain accurate files both in paper and digitally
- Assist Executive Director with grant applications
- Assist Executive Director with recording/documentation of new applications and scheduling interviews
- Provide office coverage when the Executive Director is not available or is out of the office
- Receive and assist residents with meeting residential policies regarding reporting income, completing work schedules, and visitation paperwork
- Maintaining an up-to-date office calendar
- Assist Executive Director with administration contract requirements under Medicaid and Bureau of Alcohol and Drug Services (BDAS)
- Provide letters of residence and documentation for community agencies

ASSIST WITH FUNDRAISING ACTIVITIES:

- Assist with fundraising activities, such as mailings, constant contact, emails, etc.
- Help coordinate certain activities that are designated as fundraising activities
- Send Thank you letters for donations, including tax deduction letters
- Maintaining up to date donor files and updating them with new Donors

- Monitor the medication notebooks making sure they are accurate, the PRN forms are complete, and program assistants are following protocols and procedure
- Monitor the disposal protocols
- ✓ Assist residents with organizing and coordinating meals
 - Shopping at Market Basket with residents to provide a certain level of food supplies for the residents
 - Going to Sam's Club and getting food supplies in bulk as well as cleaning supplies or office supplies
- ✓ Maintain and sustain relationship with NH Food Bank
 - Meeting all protocols and administrative documentation needed for NH Food Bank
 - Shopping the floor and ordering on line with NH Food Bank
 - Completing the quarterly reports for NH Food Bank

NEW RESIDENT INTAKE:

- Set up room for resident
 - ✓ Making sure that the room is cleaned/sanitized and prepared
 - Bedding washed and bed made
 - Towels
- Complete Resident Intake Forms – (on day of entry or within 24 hours)
 - ✓ Enter into the WITS system for BDAS as non-billable (until such time as they become Transitional Living Program (Phase 3))
 - ✓ Set up Case Management Notebook and Medication Notebook
 - ✓ Have resident sign the Day 1, Day 2, and Day 3 case management forms
 - ✓ Making sure that all information is complete and accurately recorded/documented
 - ✓ Schedule appointment for Evaluation with MLADC (must be within 48 hours)

TRANSPORTATION:

- Assist residents with transportation needs, transporting when possible to appointments in Phase 2 and 3
- Monitor and oversee the policies and activities related to meeting the standards for transportation under DHHS for the van (van log, notebook of resident emergency forms, van maintenance schedule)

PAYROLL/SCHEDULING

- Oversee the scheduling with staff member assigned to coordinate scheduling
- Oversee the Sign in for hourly staff
- Monitor schedule being completed by Program Assistant
- Monitor shift changes and Time off Requests
- Complete bi-weekly time sheets for hourly staff
- Communicate with Accountant regarding payroll issues/changes/problems

residential handbook policies that dictate house rules and regulations in order to maintain structure of the program and accountability for residents

- Monitor the security system by maintaining accurate and up-to-date code
- Change security codes to entrance to the house when resident leaves the program
- Assist with providing coverage for the house to maintain 24/7 coverage
- ✓ Provide one hour of intensive case management a week for residents
 - Assist residents with setting short and long term goals, as well as assistance with accomplishing them
 - Provide administrative support to residents, assisting with connecting to resources and completing administrative paper work
- ✓ Supervising room checks by the program assistants, as well as assisting with room checks
 - Monitoring the Room check documentation
 - Responsible for following up with a resident on a room check that did not meet Dismas Home standards
- ✓ Supervise personal property checks when residents are entering Dismas Home
 - Checking receipts against the contents of the bag
 - Checking pocketbooks, handbags, and coats, etc.
 - Checking belongings of new resident prior to unpacking
 - Assisting residents being discharged with packing making sure that Dismas Home property stays in the house
- ✓ Conduct house meetings on Monday morning
 - Establish agenda
 - Facilitate discussions among residents to solve problems that may exist
 - Provide a written account of the house meeting
- ✓ Supervise chores of residents to maintain the house in a neat, clean, and orderly manner
 - Complete chore sheet weekly (at house meeting)
 - Check to make sure that the chores are being completed to an expected standard of completion
 - Maintaining a certain level of inventory of cleaning supplies
 - Making sure that Dismas Home is ready for viewing by visitors requesting a tour
- ✓ Keep track of the volunteers that are cooking Sunday dinner, Interns and other volunteers that are coming into Dismas Home
 - Maintain the volunteer schedule
 - Make sure that volunteers are signing in
 - Track the volunteer and Intern hours
 - Make sure that Confidentiality forms are properly signed and witnessed
- ✓ Keep track of donations and distribution of donations
- ✓ Supervise the self-administration of the Medication
 - Monitor and supervise the self-administration of medication by residents

*Program Assistant (CRSW)
Under Supervision*

COLLEEN L HAYWARD

To be a direct care provider

APRIL 2015 TO CURRENT

CARE GIVER HOME HEALTH AIDE/ , Visting Angels of Auburn NH

Care Giving of the Elderly specializing in Alzheimer's, Dementia & Hospice Care. Care giver of the month, recognized for saving someone's life for multiple people

NOVEMBER 2015 TO NOVEMBER 2017

HOME CARE ASISTANCE ,HOME CARE ASSISTANCE of Bedford, NH

1 on 1 homecare for elderly specializing in dementia & hospice care

JUNE 1983 TO MAY 1985

**CERTIFICATE IN DENTAL ASSISTING/OFFICE MANAGEMENT, North Shore
Community College Lynn Massachussetts**

SEPTEMBER 1980 TO JUNE 1983

HIGH SCHOOL DIPLOMA , Lynn English High Lynn Massachussetts

- Parent advocate/state of NH
- Nami NH support group leader

- After school teacher for at risk students

- Relias certified training

- 1st aid and CPR training

Parent of special needs child, NAMI NH volunteer, MICAH Award recipient 2016, Blessed Sacrament Food Pantry Manager for 5 years, The Volunteer NH Award Winner for making a difference in child's life.

JOB DESCRIPTION
OF
PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER (CRSW)
COLLEEN HAYWARD

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

- *Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.
- *Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies
- *Ability to work collaboratively with other Dismas Home of New Hampshire team members
- *Provide leadership and foster community growth among staff and residents
- *Ability to consistently exercise sound judgement in a crises situation
- *Strong Communication Skills
- *Strong Interpersonal Skills
- *Experience with conducting groups related to substance use disorder (optional)

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Certification as a Certified Recovery Service Worker (CRSW) or willing to obtain certification as a CRSW within 6 months of employment

*Current New Hampshire Driver's License (optional) Program Assistant/CRSW

Primary Responsibilities include the following:

*promote independent living and successful re-entry, transition back to community

*provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Case Management to assist with connecting residents to resources within the community to promote a successful transition.

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Program Manager

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 25 hours each week)

Salary: \$12.00 per hour

• Physical Demands

	Seldom to None	Occasionally	Frequently	Constantly
Knowledge				
Reading, Speaking, Writing English				
Communications Skills			X	
Computers			X	
			X	
Physical				
Walking				
Bending			X	
Standing		X		
Sitting		X		
Driving			X	
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs				
Hand/finger dexterity			X	
Stooping (bend at waist)			X	
	X			

Sensor, Activities				
Talking in person				
Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)			X	

Colle L. P.

Signature of Employee

7/9/18

Date

Witness

Date

Program Assistant (CRSW)
Under Supervision

Karin Powers

[REDACTED]
[REDACTED]
[REDACTED]

I have a degree in Crop and Soil Science, a Montessori upper elementary teaching diploma, and a profound interest in the world around me. I am passionate about learning, and I love to share what I have learned with others. In the past I have worked as a Home Health Aide, as a security officer, and as a residential counselor in a homeless shelter. Having grown up in challenging circumstances, I find that I am most fulfilled when I have meaningful work teaching people of any age or supporting those who are in crisis. I have just moved to downtown Manchester to complete my studies at a holistic massage therapy school in the area. I would love to find part-time, preferably long term, work that matters.

Authorized to work in the US for any employer.

Work Experience

Householder

Plowshare Farm - Greenfield, NH
April 2017 to June 2018

I co-managed a household of 12 at a farm-based intentional community devoted to working and life-sharing with developmentally challenged individuals. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. I led a workshop which prepared lunch for the entire community, as well as a workshop which produced baked goods (for purchase as well as for community consumption). I was also responsible for assisting in the planning and production of common celebratory festivals and ceremonies.

Householder

Lukas Community - Temple, NH
August 2015 to April 2017

I was an assistant householder in a home of 12 individuals at an intentional community devoted to working alongside and life-sharing with people with special needs. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. In addition to cooking for my household on a regular basis, I also prepared food for groups of 50+ people for celebratory festivals and public functions. I led workshops in speech and dramatic arts, reading, and baking. I assisted in workshops in Eurythmy, (a performance art which seeks to make music and speech "visible" through gesture and dance) exercise therapy, gardening, and puppetry.

Overnight counselor

Athens Area Homeless Shelter - Athens, GA
June 2003 to August 2004

I welcomed people who were in need in shelter into the facility, helped them get integrated, and did all associated record keeping. If an intake could not happen at our facility, I attempted to make alternative

referrals. I monitored the premises, administered medication as needed, performed safety checks, and assisted in maintaining cleanliness of the building.

Security Officer

University of Georgia - Athens, GA
August 2002 to September 2003

Education

LMT in Massage Therapy

Northeast Institute for Whole Health - Manchester, NH
September 2015 to August 2019

Upper Elementary Diploma in General Education

North American Montessori Center
March 2012 to August 2013

BS in Agriculture- Crop and Soil Science

University of Georgia - Athens, GA
1998 to 2002

Skills

Dramatic arts; gardening and agriculture; large scale food preparation (and extensive awareness of nutrition, food sensitivities, and dietary restrictions); K-12 studies; yoga and physical fitness; Spanish language; child care; animal care

Certifications/Licenses

Court Appointed Special Advocate (guardian ad litem) August 2003

JOB DESCRIPTION

OF

PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER (CRSW)

Karin Powers

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crises situation

*Strong Communication Skills

*Strong Interpersonal Skills

*Experience with conducting groups related to substance use disorder **(optional)**

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Certification as a Certified Recovery Service Worker (CRSW) or willing to obtain certification as a CRSW within 6 months of employment

*Current New Hampshire Driver's License (optional) Program Assistant/CRSW

Primary Responsibilities include the following:

*promote independent living and successful re-entry, transition back to community

*Case Management to assist with connecting residents to resources within the community to promote a successful transition.

*provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Executive Director

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

Job Type: Part-time (up to 35 hours each week)

Salary: \$12.00 per hour

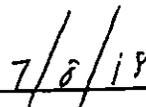
• Physical Demands

	Seldom to None	Occasionally	Frequently	Constantly
Knowledge				
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving				
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			

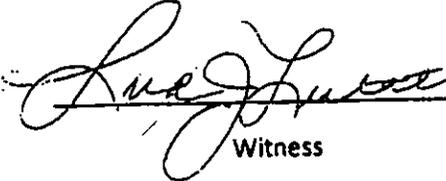
Sensor, Activities				
Talking in person			X	
Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				



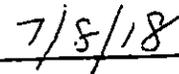
 Signature of Employee



 Date



 Witness



 Date

ELEANOR (ELLIE) C. THERRIEN

Program Assistant
Non CRSD

CAREER HIGHLIGHTS

- **Administrative:** Budget development and management, contract response to NH Department of Corrections (NH DOC) and NH Department of Justice NH DOJ), implementation and monitoring, staff development and supervision (assistant director, LADC, case managers, drug screenings, etc.), reported mandated data, program development and implementation of contract.
- **Program Development:** Designed, developed, implemented, monitored and evaluated a series of case management-based community programs. Program implementation included: assessment of clientele, case management, life skills groups, crisis intervention (homelessness, mental health, substance use, etc.), court advocacy, referrals to appropriate services e.g. education, employment, housing, job training, etc.
- **Case Management:** Assessed clients for needs using nationally recognized assessment tools, determined eligibility for program, developed case plans with long and short-term goals including program graduation, oversaw implementation of case management, reviewed LADC assessment/recommendations and implemented such. (A strong emphasis was focused on identifying mental health and substance use needs.) Trained, supervised and supported the program staff. Worked with female and male offenders through the NH DOC probation/parole district office. Monitored compliance with the programs. It included clients that were re-entering the community from prison or as an alternative to incarceration as well as clients with misdemeanor offenses. Maintained a good working relationship with NH DOC.
- **Community Relations:** Developed a strong effective network with courts (Superior and Circuit), defense counsel, prosecutors, NH Department of Justice, NH Department of Corrections, Hillsborough County House of Corrections and community service providers.

RECENT EMPLOYMENT EXPERIENCE

2017	NH Office of the Public Defender Part-time/Obtaining admittance to treatment programs for clients
2015 to 2017	Keystone Hall Case Manager, New Hope Program (Part-time/Grant-funded through NH DOJ)
2013 to 2014	Farnum Center Coordinator, <i>FAST Program</i> (Part-time/Start-up program)
2012 to 2013	Keystone Hall Case Manager (Part-time/Grant-funded through NH DOJ)
2008 to 2011	Hillsborough County Attorney's Office Director, <i>Hillsborough County Re-Entry Program</i> (Grant-funded through NH DOJ)
1995 to 2008	Southern New Hampshire Services, Inc. Director, Hillsborough County Academy Programs (Funded through NH DOC)

EDUCATION

1979-1982 New Hampshire College
 B.S. Human Services (2 credits short)
1962 St. Columbkille High School
 Brighton, MA 02135

BOARD AFFILIATION

- Manchester Weed and Seed (US DOJ) Advisory Board
- Marital Mediator Certification Board – Appointment to State Board
- Nashua Children's Home – Chair of the Board
- New Hampshire Mediation Program
- YWCA Board of Directors (Nashua)
- New Hampshire Mediators Association – Chair of the Board
- State of New Hampshire Re-Entry Steering Committee
- New Hampshire Adults and Children with Learning Disabilities Board

COMMUNITY INVOLVEMENT

- State of New Hampshire – Special Education Mediator (5 years)
- New Hampshire Mediation Program -- Marital Mediation/Volunteer (20 years)
- Nashua Mediators Program -- Marital Mediation/Volunteer (8 years)
- Nashua Mediation Program -- Parent/Child Mediation/Volunteer (5 years)

REFERENCES

Provided upon request

JOB DESCRIPTION
OF
PROGRAM ASSISTANT/NON-CERTIFIED RECOVERY SUPPORT WORKER
ELEANOR THERRIEN

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

- *Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.
- *Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies
- *Ability to work collaboratively with other Dismas Home of New Hampshire team members
- *Provide leadership and foster community growth among staff and residents
- *Ability to consistently exercise sound judgement in a crises situation
- *Strong Communication Skills
- *Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License (optional) **Program Assistant/Non-CRSW**

Primary Responsibilities include the following:

*Promote independent living and successful re-entry, transition back to community

*Provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Program Manager

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 30 hours each week)

Salary: \$12.00 per hour

Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Sharon A. Peterson 11/30/18

Signature of Employee

Date

Sharon A. Peterson, Ed 11.30.18

Witness

Date

*Program Assistant
Non-CRSW*

**JOB DESCRIPTION
OF
PROGRAM ASSISTANT/NON-CERTIFIED RECOVERY SUPPORT WORKER
DONNA BRYANT**

Reports to: Executive Director

A Program Assistant/Non-CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

- *Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.
- *Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies
- *Ability to work collaboratively with other Dismas Home of New Hampshire team members
- *Provide leadership and foster community growth among staff and residents
- *Ability to consistently exercise sound judgement in a crises situation
- *Strong Communication Skills
- *Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License (optional)**Program Assistant/Non-CRSW**

Primary Responsibilities include the following:

- *Promote independent living and successful re-entry, transition back to community
- *Provide support with daily living tasks helping to facilitate residents living ordinary lives
- *Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors
- *Help to identify early signs of relapse and support treatment and recovery of residents
- *Supervise self-administration of medications
- *Complete personal property checks
- *Group facilitation
- *Assist with program supervision and management and reporting to the Program Manager
- *Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups
- *Follow personnel policies of Dismas Home of New Hampshire
- *Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 30 hours each week)

Salary: \$12.00 per hour

	Seldom to None	Occasionally	Frequently	Constantly
Knowledge				
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor, Activities				
Talking in person			X	

Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Donna M. Bryant

Signature of Employee

9/12/18

Date

Sara J. Lutes, Ed

Witness

9-12-18

Date

DONNA M. BRYANT

1000 Main Street • Manchester, NH 06104 • 603-251-1250 • [REDACTED]

Executive Assistant

SUMMARY OF QUALIFICATIONS

- A highly organized and detail-oriented Executive Assistant with over 20 years' experience providing thorough and skillful administrative support to senior executives.
- Dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve project goals.
- An independent and self-motivated professional with excellent research skills; able to grow positive relationships with clients and colleagues at all organizational levels.
- Computer skills include: Gmail, Outlook, MS Word, Excel, PowerPoint, Internet, and customized applications.

PROFESSIONAL EXPERIENCE

INNOVAIRRE COMMUNICATIONS, LLC, Wilton, NH

Executive Assistant to the Sr. Executive Management Team

2005 – Present

- Coordinate and set up high-level conference calls, board and management meetings, special events and end to end travel arrangements/itinerary's for top executives
- Organize and assimilate documents for company's Board of Trustees
- Manage multiple calendar's for executives
- Management of State Fundraising Counsel registrations / Trademark activities and all Corporate contracts
- Recruit new employee's / on-boarding and miscellaneous human resource functions
- Oversee corporate travel & expense program and AMEX card program
- Obtain Visas and required documents for International travel

HONEYWELL INTERNATIONAL, Saugus, MA

2003 - 2005

Executive Assistant to the President and General Manager – National Energy Solutions

- Maintained extremely complex schedule and daily appointment calendar utilizing Outlook
- Coordinated international and domestic travel, reconcile expense reports
- Attended meetings/conference calls on behalf of or in conjunction with the President
- Coordinated all aspects of company team meetings – hotel selection/negotiation, travel, etc.
- Prepared routine and advanced correspondence including letters, memoranda and reports

TECNOMATIX TECHNOLOGIES, Nashua, NH

2001 - 2003

Executive Assistant to the Executive Vice President of World Wide Sales and Executive Vice President of Corporate Marketing

- Supported all sales efforts which included international sales teams, generated sales tools and collateral, delegated sales leads to the appropriate sales manager, and coordinated quarterly sales meetings
- Created and executed direct mail campaign for pre- and post-tradeshaw mailings, trade publication memberships lists and sales and customer leads
- Worked closely with public relations firm to generate editorial and speaking opportunities, press release schedule and overall PR plan to grow industry visibility.

REFERENCES AVAILABLE UPON REQUEST

ELLACOYA NETWORKS, Merrimack, NH

2000 - 2001

Executive Assistant to Vice President of Worldwide Sales and administrative support to 10 Sales Offices

- Assisted executives by relieving them of complex details and advanced administrative duties
- Independently investigated assigned problems determining method of research, data requirements as well as analysis techniques. Prepared reports and recommendations for action by superior
- Consolidated department reports taking input from Executive VP Sales' direct reports
- Made high level contacts of a complex and confidential nature both internally and externally
- Managed complex schedules and daily appointment calendars; coordinated travel and lodging arrangements as required
- Assisted the executives in preparing for all aspects of Board of Directors, Committee Meeting, Sales Department meetings and the hosting of company guests

CISCO SYSTEMS, Chelmsford, MA

1996 - 2000

Executive Assistant to Vice President of Worldwide Sales and administrative support to 11 Sales Offices

- Managed Vice President's daily schedule
- Assisted the Executive Team members with special projects
- Managed all aspects of multiple off-site Sales meetings and President's Club meetings
- Compiled weekly forecast reports
- Managed day-to-day office correspondence and acted as a liaison between headquarters and all Sales Offices
- Extensive telephone contact with existing and potential customers
- Maintained filing systems, records, logs and customer database

TEXTRON AUTOMOTIVE FUNCTIONAL COMPONENTS, INC., Manchester, NH

1994 - 1996

Executive Assistant to the Sr. Executive Management Team

- Managed all aspects of multiple off-site training and business related conferences
- Prepared presentations, functions and travel arrangements for vendors, suppliers and employees from across the United States
- Negotiated, implemented and managed Safety Eye Glass Program, Safety Shoe Program and Educational Reimbursement Program
- Created and managed an international and domestic travel program for all McCord Winn Textron employees
- Managed extensive supplier Request for Quotation System and worked as liaison with multiple suppliers on timing, follow-up and technical issues

RAYTHEON COMPANY, Andover, MA

1987 - 1994

Executive Assistant to the Manager of the Smart Munitions/Missile System's Division

Advanced from Manchester's Smart Munitions Laboratory to Andover's Patriot Multimode Program Office holding a Department of Defense Secret Clearance and Special Access Clearance.

- Established administrative procedures for the secretarial staff supporting over 115 engineers
- Successfully coordinated work flow and communications in Manchester for the Laboratory Manager, Technical Director and Department/Section Managers
- Skillfully prepared technical reports and presentations material during proposal efforts which led to winning multi-million dollar contracts
- Supervised secretarial support within our organization

*Program Assistant ERSD
Under Supervision*

Maria Torsey

██████████
██████████
██████████
██████████

Objective Helping others overcome obstacles that interfere with becoming the best person they can be.

Skills & Abilities Organization
Problem Solving
Listening
Communication
Empathy
Understanding

Experience 2005 – Present
Office Manager/secretary , Mario Agri Painting

- Keeping an open relationship with clients in order to best serve them.
- Writing up and sending all proposals and invoices.
- Responding to all emails

4/2008– 12/2012
Manager, XXXposed NH

- Opening and Closing
- Hiring
- Keeping a clean and comfortable atmosphere for our customs.
- Customer Service
- Ordering and pricing
- Anything and everything to keep a small business functioning.

Education Pinkerton Academy – Derry, NH – HS Diploma
6/16/2001

**JOB DESCRIPTION
OF
PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER
MARIA TORSEY**

Reports to: Program Coordinator

A Program Assistant/CRSW under supervision is a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crisis situation

*Strong Communication Skills

*Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License

Primary Responsibilities include the following:

- *Promote independent living and successful re-entry, transition back to community
- *Provide support with daily living tasks helping to facilitate residents living ordinary lives
- *Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors
- *Help to identify early signs of relapse and support treatment and recovery of residents
- *Supervise self-administration of medications
- *Complete personal property checks
- *Assist with program supervision and management and reporting to the Program Coordinator
- *Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups
- *Follow personnel policies of Dismas Home of New Hampshire
- *Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 20 hours each week)

Salary: \$12.00 per hour

PHYSICALLY ABLE TO PERFORM THE FOLLOWING: PHYSICAL REQUIREMENTS

	Seldom to None	Occasionally	Frequently	Constantly
Knowledge				
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor, Activities				
Talking in person			X	
Talking on the telephone			X	

Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Mau [Signature]
Signature of Employee

4/11/2019
Date

[Signature]
Witness

4.11.19
Date

*Program Assistant
CRSW
Under Supervision*

**JOB DESCRIPTION
OF
PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER
DAWN THACKERAY**

Reports to: Program Coordinator

A Program Assistant/CRSW under supervision is a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crisis situation

*Strong Communication Skills

*Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License

Primary Responsibilities include the following:

- *Promote independent living and successful re-entry, transition back to community
- *Provide support with daily living tasks helping to facilitate residents living ordinary lives
- *Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors
- *Help to identify early signs of relapse and support treatment and recovery of residents
- *Supervise self-administration of medications
- *Complete personal property checks
- *Assist with program supervision and management and reporting to the Program Coordinator
- *Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups
- *Follow personnel policies of Dismas Home of New Hampshire

Job Type: Part-time (up to 20 hours each week)

Salary: \$12.00 per hour

PHYSICALLY ABLE TO PERFORM THE FOLLOWING: PHYSICAL REQUIREMENTS

	Seldom to None	Occasionally	Frequently	Constantly
Knowledge				
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor,' Activities				
Talking in person			X	
Talking on the telephone			X	

Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

[Signature] 3-30-19
 Signature of Employee Date

[Signature] 3.30.19
 Witness Date

From: Dawn Thackeray
Sent: Thursday, March 21, 2019 12:22 PM
To: Jessica McKenzie
Subject: From Dawn Thackeray

43 Oak St. Franklin NH
603-273-8127
lildawn93@hotmail.com

9-13-20 to Present

Keene Rec. Center

Working as a recovery coach
Jessica White

603-762-3354

7-20-18 To 10-18-18

Ankerage Inn

603-524-3248

Tilton NH

11-6-2015 to 7-13-18

Easter Seals/ Webster Place/ Ray House

Franklin NH

603-263-9359

Working as a R I

7-2012 to 10-2015

Taylor Community

Laconia NH

603-366-1233

worked as a L.N.A./Unit Aide

8-2011 to 9-2012

Golden View Health Care

Merideth NH

603-279-8111

Worked as a L.N.A.

5-2011 to 8-2011

Intrim Health Care

Laconia NH

603-524-7212

*CRSW in training
under MILADCO
Supervision*

Worked as a L.N.A.

4-2009 to 4-2011
Grace Morgan House
Methuen Mass.
978-687-4293
Worked as a C.N.A.

6-2004 to 4-2011
Assisted Living Center
Salisbury Mass.
978-463-9809
Worked as a C.N.A.

9-2003 to 9-2007
Link House/ Maris Center
Salisbury Mass.
978-462-0787
Worked as a over night Attendant

8-2000 to 6-2003
L.C.H.C.A.T.S. Detox Center
Tewksbury Mass.
978-858-0536
Worked as a attendant in a coed detox

1-2000 to 4-2000
Middlesex Shelter
Lowell Mass.
978-459-9888
Worked as a overnight attendant

4-1999 to 12-99
Gensis Counseling Center
Laconia NH
603-524-2554
Worked as a overnight Aide
in a crisis shelter & group home

11-99 to 2-2000 & 6-97 to 9-98
Glennis Sheehan House

Womens Recovery House
Tewksbury Mass
978-640-0840
worked overnight as a attendant

6-97 to 9-98
Groom & Flore Transportation
Billerica Mass.
978-667-1114
603-263-9359
Working as a R I

Sara J. Lutat

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

EXPERIENCE

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

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

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

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

- Provide clinical support by facilitating groups and by providing individual support to clients who are at various stages of recovery process in a substance abuse, residential treatment facility for women and their children
- Researching updating, and creating approved, evidence-based, curriculums for recovery/relapse prevention for psycho-educational groups that support recovery
- Provide individual, clinical support to clients in the community and assist clients with identifying, accessing and connecting to daily living resources upon successful completion of program at Keystone Hall

- Provide case management support when needed to Case Managers of Keystone Hall
- Experienced with using the NH WITs system in creating profiles, treatment plans and logging encounter/progress notes with client
- Co-facilitated and provided clinical support for Men's Relapse and Prevention group for men who are in various stages of change and acknowledgement of their abuse, addiction, or recovery

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

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

EDUCATION

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

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

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

**Dismas Home New Hampshire
Executive Director/Clinical Director
Job Description**

Summary: Reporting to the Board of Directors, the Executive Director (ED) has overall strategic and operational responsibility for DHHH staff and programming, overseeing and providing substance use disorder services under an ASAM Level 3.1. facility related to services, programs, expansion, and execution of its mission.

Responsibilities

Clinical/Counseling for Substance Use Disorders/Co-occurring Mental Health Disorders:

- Provide clinical support by facilitating groups and by providing individual counseling to residents (minimum of 1 hour each week) in recovery to meet ASAM 3.1 Level of Care, Low-Intensity Residential Alcohol and Drug Treatment/Re-entry Program for previously incarcerated women diagnosed with substance use disorders and co-occurring mental illnesses as they re-enter the community.
- Research, update and create evidence-based practices, curriculums for psycho-educational groups to support recovery and clinical practice.
- Oversee case management practices by DHHH case managers and CRSWs
- Meet the minimum required weekly hourly supervision (100 hours) by the state of New Hampshire for Licensed Independent Social Worker by licensed/credentialed supervisor, LICSW, anticipated completion April, 2019.
- Complete, review cases/notes, and hours to be billed to Medicaid for 90-Day Low, Intensity residential treatment and clinical hours per each resident.
- Maintain accurate, complete and timely clinical records on each resident of DHHH in order meet the licensure requirements of NH Department of Health and Human Services, and Insurers.
- Maintain and enter accurate case notes and SUD information about residents in NH WITS, data collection to meet the contract requirements of BDAS
- Oversee the BDAS contract expectations, standards, and quality assurance

Leadership & Management:

- Ensure ongoing programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Implement and oversee the DHHH Volunteer Program and other evidence-based practices adopted by the program.
- Engage board members, alumni, partnering organizations, and funders.

- Develop, maintain, and support a strong Board of Directors; serve as ex-officio of each committee; seek and build board involvement with strategic direction for day to day operations.
- Lead, coach, develop, and retain DHHH's staffing team.
- Ensure effective systems to track progress, and regularly evaluate program components, in efforts to measure successes that can be effectively communicated to the board, funders, and other constituents.

Fundraising & Communications:

- Implement and oversee revenue generating and fundraising activities to support existing program operations and expansion efforts.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of expanding DHHH and establishing credibility as a reentry and substance abuse provider of choice.
- Leverage relationships and community partnerships to garner new opportunities.

Planning:

- Assist with design and complete the strategic business planning process for program expansion.
- Build community partnerships, establishing relationships with the funders, and political and community leaders.
- Be an external presence that publishes and communicates program results with an emphasis on the successes of DHHH as a model for regional and national replication.

Qualifications

The ED will be thoroughly committed to DHHH's mission. Proven leadership, coaching, and relationship management experience.

Specific requirements include:

- Advanced degree, ideally an MSW, with at least 2 years of senior management experience
- Unwavering commitment to quality programs and data-driven program evaluation
- Extensive experience in Nonprofit Management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives, and manage a budget
- Past success working with a Board of Directors with the ability to cultivate existing board member relationships
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills

- Action-oriented, adaptable, and innovative approach to nonprofit strategic planning
- Ability to work effectively in collaboration with diverse groups of people
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed
- Master Licensed Alcohol and Drug Counselor (MLADC) NH License #1000

Sara J. Lutat, MSW/MLADC 7-01-18
Sara J. Lutat, MSW/MLADC/ED Date

Madison Cott 7/01/18
Witness Date

DISMAS

Key Personnel (15 months of Contract)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sara Lutat	Executive Director F/T	\$ 91,000.00	30%	\$ 27,300.00
Jessica Mckenzie	Program Coordinator P/T	\$ 40,950.00	30%	\$ 12,285.00
Donna Bryant	Program Assistant Non-CRSW P/T	\$ 9,360.00	30%	\$ 2,808.00
Colleen Hayward	Program Assistant CRSW under supervision P/T	\$ 18,720.00	30%	\$ 5,616.00
Karin Powers	Program Assistant/CRSW under supervision	\$ 32,760.00	30%	\$ 9,828.00
Dawn Thackeray	Program Assistant/CRSW under supervision	\$ 18,720.00	30%	\$ 5,616.00
Eleanor Therrien	Program Assistant/CRSW Under supervision	\$ 14,040.00	30%	\$ 4,212.00
Maria Torsey	Program Assistant/CRSW Under supervision	\$ 18,720.00	30%	\$ 5,616.00
TOTALS		\$244,270.00	30%	\$ 73,281.00



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29 E mac

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

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

June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

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

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

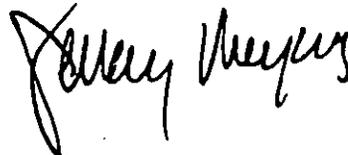
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-95-82-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-8001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH Vendor Code: 290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,870	\$25,870
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum
Vendor Code: 177204-8005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/NHHH Vendor Code: 157730-8001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,890	\$62,890
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven Hill

Vendor Code: 275119-B001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,878	\$0	\$86,878
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,878	\$146,317	\$232,995

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

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,847	\$120,847
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177654-B001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,419,680	\$1,484,845	\$2,894,103

05-83-92-920510-33840000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% Federal Funds, 34% General Funds FAJN T7010033 CFDA 93.859)

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

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Damas Home of NH Vendor Code:290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,619	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
CsrFamum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$397,829	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,083	\$1,676,432	\$2,457,515

FIT/MNH

Vendor Code: 157730-B001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		-\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,828
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven HQ Vendor Code: 275119-8001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001 PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,682	\$247,682
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$84,079	\$246,954
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$33,651	\$33,651
Sub-total			\$162,875	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services Vendor Code: 203944-8001

PO1062964

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155292-8001

PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,838	\$63,838
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services Vendor Code: 177654-8001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,833)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,698	\$1,698
Sub-total			\$41,548	(\$32,444)	\$9,404
Total Clinical Svc			\$3,297,382	\$3,283,282	\$6,640,663

Attachment A
Financial Details

06-85-92-820510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T081685 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dames Home of NH
Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Easter Seals of NH
Manchester
Alcoholism Rehab
CofFarnum
Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

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FIT/HNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,800	\$70,000	\$150,800
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,800	\$374,400	\$455,000

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Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$8,000	\$8,000
Sub-total			\$114,200	\$480,800	\$595,000

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,800)	\$436,000
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$629,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

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Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$378,600	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$378,600	\$635,400	\$1,015,000

West Central
Services

Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,971,188	\$3,194,788	\$8,725,912
Grand Total All			\$4,778,098	\$7,872,584	\$16,150,882

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Grand Total by Vendor			2018	2019	2020	2021
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	154112-B001	\$162,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Disables Home of NH	290061-B001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	177204-B005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PQ1063356	FIT/VHMH	157730-B001	\$854,031	\$27,625	\$993,326	\$196,000
PQ1062977	Grafton County	177397-B003	\$247,000	(\$43,000)	\$231,000	\$56,000
PQ1063242	Greater Nashua Council on Alcoholism	166574-B001	\$1,514,899	(\$536,699)	\$401,000	\$0
PQ1062979	Headrest, Inc	175226-B001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	275119-B001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062985	North Country Health Consortium	158557-B001	\$401,606	\$163,394	\$737,000	\$97,000
PQ1062985	Phoenix Houses of New England, Inc.	177589-B001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PQ1062984	Seacoast Youth Services	203944-B001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	155292-B001	\$969,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062988	West Central Services	177654-B001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,276,098	(\$1,127,442)	\$7,924,126	\$1,075,900



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$253,000.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

[Signature]
Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.,

5.29.19
Date

[Signature]
Name: SARA J. LUTAT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on May 29, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

[Signature]
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

DONNA M. BRYANT
Notary Public - New Hampshire
My Commission Expires May 4, 2021

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



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

OFFICE OF THE ATTORNEY GENERAL

6/4/2019

Date

A large, stylized handwritten signature in black ink, appearing to be 'J. B. ...', written over a horizontal line.

Name:

Title:

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:



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

Exhibit A, Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

- 1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

- 1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

- 1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

- 1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD): FDA-approved MAT for OUD includes:

- 1.4.2.3.1. Methadone.

- 1.4.2.3.2. Buprenorphine products, including:

- 1.4.2.3.2.1. Single-entity buprenorphine products.

- 1.4.2.3.2.2. Buprenorphine/naloxone tablets,

- 1.4.2.3.2.3. Buprenorphine/naloxone films.

- 1.4.2.3.2.4. Buprenorphine/naloxone buccal



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Substance Use Disorder Treatment and Recovery Support Services

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preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:



New Hampshire Department of Health and Human Services
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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



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- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

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

2.4. Reserved

2.5. Enrolling Clients for Services

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

- 2.5.2. The Contractor shall complete intake screenings as follows:

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

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



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- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
- 2.5.5.2. During treatment only when determined by a Licensed Counselor.
- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
- 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;



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- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone, to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders



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



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

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Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

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

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

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



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- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. Specific, clearly defining what shall be done.
- 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
- 2.8.3.1.3. Attainable, within the individual's ability to achieve.
- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
- 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.



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- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent,



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if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus



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- resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The service is based on a theoretical perspective that has validated research.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at



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<http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.



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- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification



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as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct



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- contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
- 3.9.1. The contract requirements.
- 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.



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5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;



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- 6.1.3.1.6. Medical emergency;
- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.



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- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

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

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.



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- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for



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the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.



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

Exhibit A, Amendment #3

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
- 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and



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

Exhibit A, Amendment #3

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



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

Exhibit B, Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.



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

Exhibit B, Amendment #3

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.



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

Exhibit B, Amendment #3

- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
- 5.7.1. Transitional Living, See Section 7 below and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.



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Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
- 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$73,000.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3
 - 6.3.5. Amount being billed to the Department for the service
- 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services
- 7.1. The Contractor may charge the client fees for room and board, in addition to:
- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
 - 7.1.2. The charges to the Department



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

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7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

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

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%



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

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150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

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

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

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

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

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.



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

Exhibit B, Amendment #3

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
15. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds
- 16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 16.2.1. Make cash payments to intended recipients of substance abuse services.
- 16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

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



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

Exhibit B, Amendment #3

activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE

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

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

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$3,362,900 from \$4,915,198 to an amount not to exceed \$8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$240,000	\$3,400	\$243,400	O: 06/20/18 Late Item G A: 07/27/18 Item #7
FIT/NHNN, Inc.	\$854,031	\$0.00	\$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0.00	\$247,000	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$624,599	\$890,300	\$1,514,899	O: 07/27/18 Item #7
Headrest	\$147,999	\$80,600	\$228,599	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$1,091,800	\$2,210,171	O: 06/20/18 Late Item G A: 07/27/18 Item

				#7
Hope on Haven Hill	\$278,641	\$218,400	\$497,041	O: 07/27/18 Item #7
North Country Health Consortium	\$287,406	\$114,200	\$401,606	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Phoenix Houses of New England, Inc.	\$232,921	\$584,600	\$817,521	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$379,600	\$969,140	O: 06/20/18 Late Item G A: 07/27/18 Item #7
The Community Council of Nashua, N.H.	\$162,000	\$0.00	\$162,000	O: 06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	\$0.00	\$59,490	O: 06/20/18 Late Item G A: 07/27/18 Item #7
Total	\$4,915,198	\$3,362,900	\$8,278,098	

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

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T1081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is sole source because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover \$100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

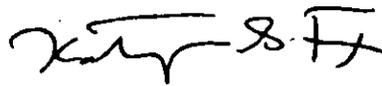
Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

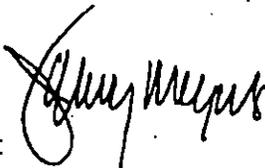
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox

Director



Approved by:

Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-95-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

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

Dixmas Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ct/Farnum Vendor Code: 177204-8005

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

FIT/MNH Vendor Code: 157730-8001

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

Grafton County Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

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

Headrest, Inc Vendor Code: 175226-8001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country Health Consortium Vendor Code: 156557-8001

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

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

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

Seacoast Youth Services Vendor Code: 203944-8001

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

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

West Central Services Vendor Code: 177654-8001

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

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

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-8005

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

FIT/NH/NH Vendor Code: 157730-8001

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

Grafton County Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

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

Headrest, Inc Vendor Code: 175226-8001

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

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country
Health Consortium Vendor Code: 158557-8001

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

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$0	\$162,875
Sub-total			\$162,875	\$0	\$162,875

Seacoast Youth
Services Vendor Code: 203944-8001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

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

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,287,382	\$0	\$2,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN M79T1081685 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

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

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$3,400	\$3,400
Sub-total			\$0	\$3,400	\$3,400

Easter Seals of NH
Manchester
Alcoholism Rehab
CirrFamum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
Sub-total			\$0	\$1,091,800	\$1,091,800

FIT/NHMH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
Sub-total			\$208,256	\$0	\$208,256

Grafton County Vendor Code: 177397-8003

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

Greater Nashua Council on Alcoholism

Vendor Code: 185574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$890,300	\$890,300
Sub-total			\$0	\$890,300	\$890,300

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$80,600	\$80,600
Sub-total			\$0	\$80,600	\$80,600

Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$218,400	\$218,400
Sub-total			\$0	\$218,400	\$218,400

North Country Health Consortium

Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$114,200	\$114,200
Sub-total			\$0	\$114,200	\$114,200

Phoenix Houses of New England, Inc.

Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$584,600	\$584,600
Sub-total			\$0	\$584,600	\$584,600

Seacoast Youth Services

Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$379,800	\$379,800
Sub-total			\$0	\$379,800	\$379,800

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$208,256	\$3,362,900	\$3,571,156
Grand Total All			\$4,915,198	\$3,362,900	\$8,278,098

Grand Total by Vendor					
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	154112-8001	\$162,000	\$0	\$162,000
0	Dismas Home of NH	Vendor Code:TBD	\$240,000	\$3,400	\$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	177204-8005	\$1,118,371	\$1,091,800	\$2,210,171
0	FIT/NHMH	157730-8001	\$854,031	\$0	\$854,031
0	Grafton County	177397-8003	\$247,000	\$0	\$247,000
0	Greater Nashua Council on Alcoholism	166574-8001	\$624,599	\$890,300	\$1,514,899
0	Headrest, Inc	175228-8001	\$147,999	\$80,600	\$228,599
0	Hope on Haven Hill	275119-8001	\$278,641	\$218,400	\$497,041
0	North Country Health Consortium	158557-8001	\$287,406	\$114,200	\$401,606
0	Phoenix Houses of New England, Inc.	177589-8001	\$232,921	\$584,600	\$817,521
0	Seacoast Youth Services	203944-8001	\$73,200	\$0	\$73,200
0	Southeastern NH Alcohol and Drug Services	155292-8001	\$589,540	\$379,800	\$969,140
0	West Central Services	177654-8001	\$59,490	\$0	\$59,490
	Total		\$4,915,198	\$3,362,900	\$8,278,098

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



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire; Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to modify the scope of services 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 1.8, Price Limitation, to read:
\$243,400.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete Exhibit B-1, Service Fee Table and replace with Exhibit B-1, Amendment #2, Service Fee Table.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/9/18
Date

Katja S. Fox
Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.,

11.16.18
Date

Sara J. Lutat
Name: SARA J. LUTAT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11-16-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that she executed this document in the capacity indicated above.

Donna L. St. Cyr
Signature of Notary Public or Justice of the Peace

Donna L. St. Cyr
Name and Title of Notary or Justice of the Peace
DONNA L. ST. CYR, Notary Public
State of New Hampshire
My Commission Expires April 20, 2021



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

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

OFFICE OF THE ATTORNEY GENERAL

11/20/140
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

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

1.5. Standard Compliance

- 1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.
- 1.5.2. State Opioid Response (SOR) Grant Standards
 - 1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:
 - 1.5.2.3.1. Methadone.
 - 1.5.2.3.2. Buprenorphine products, including:
 - 1.5.2.3.2.1. Single-entity buprenorphine products.



Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

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



Exhibit A, Amendment #2

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Hub;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Regional Hub to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Hub services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



Exhibit A, Amendment #2

- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

- 2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

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

2.4. Reserved

2.5. Enrolling Clients for Services

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

- 2.5.2. The Contractor must complete intake screenings as follows:

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



Exhibit A, Amendment #2

- Recovery Support Services. All attempts at contact must be documented in the client record or call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of Interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.



Exhibit A, Amendment #2.

- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.



Exhibit A, Amendment #2

- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)



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- 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub shall not receive services utilizing State Opioid Response (SOR) funding.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4



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2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

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

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

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



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client's withdrawal risk has reached a level that can be provided under this contract. and

- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
 - 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
 - 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.



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



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- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or



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



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- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)



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available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



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- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.



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- 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and



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- 3.2.4. The standards of practice and ethical conduct, with particular emphases given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.



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

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

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

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

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.



5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly web-based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:



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- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the contractor must coordinate client data and services with the Regional Hub(s) to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) Interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The contractor must coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the local



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Regional Hub including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Hub(s).

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

- 7.1.1. Participation in electronic and in-person client record reviews
- 7.1.2. Participation in site visits
- 7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-



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term investments as used above must mature within three (3) months and should not include common stock.

- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.



Exhibit A, Amendment #2

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

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

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients receiving room and board payments for residential level of care 3.1 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.1 who will be covered by room and



Exhibit A, Amendment #2

board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

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



Exhibit A, Amendment #2

- 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
- 10.2.3. The specific steps and time line for implementing the actions above;
- 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
- 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the



Exhibit B, Amendment #2

amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the Insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay



Exhibit B, Amendment #2

- their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
 - 5.7.1. Transitional Living (See Section 6 below) and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
8. Additional Billing Information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1.
- 6.1. The Contractor shall invoice the Department for Room and Board payments, up to \$100/day for Medicaid clients with OUD in residential level of care 3.1.
 - 6.2. The Contractor shall maintain documentation of the following:
 - 6.2.1. Medicaid ID of the Client;
 - 6.2.2. WITS ID of the Client (if applicable)
 - 6.2.3. Period for which room and board payments cover;
 - 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3
 - 6.2.5. Amount being billed to the Department for the service
 - 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses



Exhibit B, Amendment #2

incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHP, Medicare,



Exhibit B, Amendment #2

and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

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

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

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

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

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

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

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

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



Exhibit B, Amendment #2

- 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
- 10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
12. Funds in this contract may not be used to replace funding for a program already funded from another source.
13. The Contractor will keep detailed records of their activities related to Department funded programs and services.
14. 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.
15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 16.2.1. Make cash payments to intended recipients of substance abuse services.
 - 16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human



Exhibit B, Amendment #2

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

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

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

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 86, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1, Amendment #2

Service Fee Table

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

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1	Clinical Evaluation	\$275.00	Per evaluation
1.2	Transitional Living for room and board only	\$75.00	Per day
1.3	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.4	Low-Intensity Residential – Enhanced room and board for Medicaid clients with OUD	\$100.00	Per Day

SJL
11.16.18



Jeffrey A. Meyers
Commissioner

Kath S. Fox
Director

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

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

July 10, 2018

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

REQUESTED ACTION

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

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

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHNN, Inc.	\$0	\$845,775	\$845,775
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,841	\$278,841
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

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

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

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

Please see attached financial details.

EXPLANATION

Action #1)

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

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

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2894 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

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

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

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

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

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

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

Action #2)

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

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

These contracts were originally competitively bid.

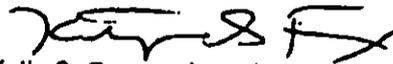
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be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

Area served: Statewide.

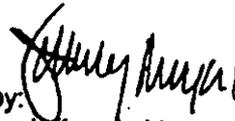
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Kalja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDA9-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Srvc Admn II, BODAS
2. Arde Lane, Program Specialist II,
BHS
3. Shawn Blakely, Prog Specialist IV,
Child Bhd Health
4. Paul Kamen, Clinical Srvc
Spclst, Drug & Alcohol Srvc
5. Abby Shaddock, Inv Policy Analyst,
Substnc Use Srvc, Observer only

Bidder Name	MAXIMUM Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITTINGH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Stratford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	283	Carroll County
14. Phoenix Houses of New England, Inc.	440	381	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	331	Greater Sudbury
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Halo Educational Systems-Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-02-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-G
Nashua Comm
Mental Health

Vendor Code: 154112-8001

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

Ofanes Home of NH

Vendor Code:TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farmum

Vendor Code: 177204-8005

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

FT/MNH

Vendor Code: 157730-8001

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

Grafton County

Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism

Vendor Code: 188574-8001

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

Headrest, Inc

Vendor Code: 175228-8001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-8001

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

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,078	\$0	\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

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

West Central Services Vendor Code: 177854-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$752,394	\$467,168	\$1,419,562

105-05-02-820510-33940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, 1045: OIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council of Nashua-Grafton Nashua Comm Mental Health Vendor Code: 154112-8001

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

Attachment A
Financial Details

Clarus Home of NH Vendor Code: TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Caf/Farmum Vendor Code: 177204-8005

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

FT/AMNH Vendor Code: 157730-8001

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

Drafton County Vendor Code: 177397-8003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

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

Headrest, Inc Vendor Code: 176726-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,384	\$0	\$103,384
Sub-total			\$103,384	\$0	\$103,384

Hope on Hope H&J Vendor Code: 275119-8001

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

North Country
Health Consortium Vendor Code: 158557-8001

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

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177569-8001

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

Seacoast Youth
Services Vendor Code: 203944-8001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 135292-8001

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

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$3,209,633	\$1,081,849	\$3,297,392
Grand Total All			\$3,167,927	\$1,019,015	\$4,706,942



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

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

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

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

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

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

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty



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

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

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

The rest of this page left intentionally blank.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.

6/28/18
Date

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

Acknowledgement of Contractor's signature:

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

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

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

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

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



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

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Katja B. Wes
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6103 TDD Access: 1-800-735-2964
www.dhbanh.gov

June 19, 2018

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

REQUESTED ACTION

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

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,408
Phoenix Houses of New England, Inc.	\$232,821
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,640
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,480
Total SFY19	\$3,157,927

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

Please see attached financial details.

EXPLANATION

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

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

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

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

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

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

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

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

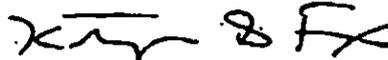
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

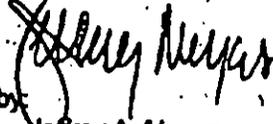
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by
Jeffrey A. Meyers
Commissioner



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

Substance Use Disorder Treatment and Recovery Support Services
RFA Name

RFA-2019-BDAB-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Svcs Admin, BDAS
2. Julie Lane, Program Specialist II, DHS
3. Shawn Blakey, Prog Specialist IV, Child Beh Health
4. Paul Klemm, Clinical Svcs Svcs, Drug & Alcohol Svcs
5. Abby Schroder, SV Policy Analyst, Behavioral Utsa Svcs, Observer only

Rider Name	Max Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	40	270	North Country
2. <u>Dimas Home of New Hampshire, Inc.</u>	40	252	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	40	328	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	40	328	Capital
5. <u>FITTHINK, Inc.</u>	40	380	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	40	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	40	280	Greater Nashua
8. <u>Wato Educational Systems</u>	40	see below	Upper Valley
9. <u>Headred</u>	40	323	Upper Valley
10. <u>Hope on Haven MD Inc.</u>	40	304	Stratford County
11. <u>Greater Nashua Council on Alcoholism</u>	40	386	Greater Nashua
12. <u>North Country Health Consortium</u>	40	323	North Country
13. <u>North Country Health Consortium</u>	40	293	Carroll County
14. <u>Phoenix Homes of New England, Inc.</u>	40	381	Manchester
15. <u>Seacoast Youth Services</u>	40	218	Seacoast
16. <u>Seacoast Youth Services</u>	40	218	Stratford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	40	210	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	40	270	Grafton
19. <u>West Central Services, Inc.</u>	40	331	Greater Sudbury
20. <u>White Horse Addiction Center, Inc.</u>	40	132**	Carroll County

*Wato Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

01-65-02-620910-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Or
Nashua Comm
Mental Health
Vendor Code: 184112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$48,657		\$48,657
Sub-total			\$48,657	\$0	\$48,657

Donnae Home of NH
Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Eastar Beds of NH
Manchester
Alcoholism Rehab
CofFamcom
Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County
Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headstart, Inc
Vendor Code: 178228-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium
Vendor Code: 188597-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$68,878		\$68,878
Sub-total			\$68,878	\$0	\$68,878

Attachment A
Financial Details

Phoenix House of
New England, Inc. Vendor Code: 177999-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth
Services Vendor Code: 202944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155293-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177634-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$272,294	\$0	\$272,294

09-89-03-020310-33040000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T016033 CFUA 03.933)

Community Council
of Nashua-G/
Nashua Camps
Mental Health Vendor Code: 154113-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Diverse Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Vector Best of NH
Manchester
Alcoholism Rehab
Outpatient

Vendor Code: 177204-8006

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$172,508		\$172,508
Sub-total			\$172,508	\$0	\$172,508

Headron, Inc Vendor Code: 178226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$103,394		\$103,394
Sub-total			\$103,394	\$0	\$103,394

North Country
Health Consortium Vendor Code: 168567-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix House of
New England, Inc. Vendor Code: 177689-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southern NH
Alcohol and Drug
Services Vendor Code 162292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Coast
Services Vendor Code: 177684-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,203,633	\$0	\$2,203,633
Grand Total All			\$3,157,827	\$0	\$3,157,827

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

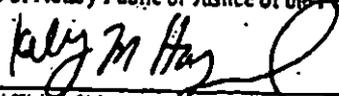
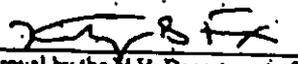
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 102 Fourth Street Manchester NH 03102	
1.5 Contractor Phone Number 603-782-3004	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$240,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul A. Young, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/11/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  [Seal] </div> <div style="width: 50%;"> KELLY M. HAYWARD, Notary Public State of New Hampshire Commission Expires August 24, 2021 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Kelly M. Hayward, Admin. Asst. II			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Maria A. / sub-Attney 6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATIONS/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

[Signature]
6.4.18

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

15. WORKERS' COMPENSATION

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

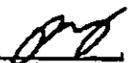
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

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

Contractor Initials

Date


6.4.18



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

2.1. Covered Populations

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

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must

[Handwritten Signature]
[Handwritten Date]



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a

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Exhibit A

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

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

2.4. Reserved

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor must complete intake screenings as follows:

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

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

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

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

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



Exhibit A

Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 9 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.



Exhibit A

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

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

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

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

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

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

2.5.8.1.3.2. Recovery support services as needed by the client;

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

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

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

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

2.6.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

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



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



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

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

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

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge:

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services, and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate



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- withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.6.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients



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



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



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



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achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence-based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:



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- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Assess clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

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



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

3. Staffing

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



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



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

4. Facilities License

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



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

5. Web Information Technology

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

6. Reporting

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



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



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

7. Quality Improvement

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



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

8. Maintenance of Fiscal Integrity

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

8.1.1. Days of Cash on Hand:

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

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

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

8.1.2. Current Ratio:

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

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

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

8.1.3. Debt Service Coverage Ratio:

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

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

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



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



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

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

9. Performance Measures

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

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



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

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



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 641-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor.
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 189-C:28-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:48.



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



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



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

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

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



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



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



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



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



Exhibit A-1 Operational Requirements

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



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



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



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



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- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 80% of capacity, the program notifies the state that 80% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program.
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.

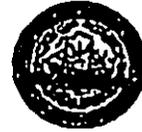


Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



Exhibit B

Method and Conditions Precedent to Payment

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



Exhibit B

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

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.



Exhibit B

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



Exhibit B

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

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

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

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Exhibit B

8. Sliding Fee Scale

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

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

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 189%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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

9. Submitting Charges for Payment

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

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

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

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

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

9.1.5. Submit separate batches for each billing month.

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6/4/19



Exhibit B

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

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Exhibit B

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

- 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 98, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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6.4.19



Exhibit B-1

Service Fee Table

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

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$110.00	Per day



SPECIAL PROVISIONS

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

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



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 90 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OJP), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.808 of the Federal Acquisition Regulation.

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-8505

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

New Hampshire Department of Health and Human Services
Exhibit D



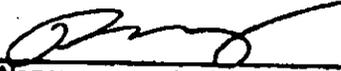
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Dismas Home of New Hampshire

6/4/18
Date


Name: PAUL A. YOUNG
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name: *Daniel Hox of New Hampshire*

6/4/18
Date

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



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 78 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 78. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

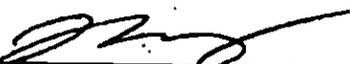
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Dunns Fibers of New Hampshire*

6/4/18
Date


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



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1988 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5872(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity;
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 8108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date

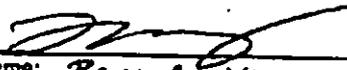
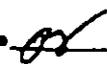

Name: *PAUL A. YOUNG*
Title: *President*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Manufacturing, Equal Treatment of Faith-Based Organizations and Voluntary Protections

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *DISMAS Home of New Hampshire*

6/4/18
Date

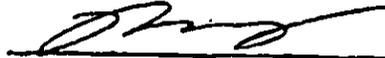

Name: *PAUL A. Young*
Title: *President*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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



Exhibit I

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

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

3/2014

Contractor Initials

Date 6-4-18



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

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

DISMAS Home of New Hampshire
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Paul A. Young
 Name of Authorized Representative
President
 Title of Authorized Representative
6/4/18
 Date



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

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

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

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

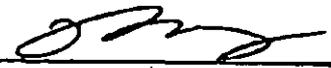
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: *Dismas Home of New Hampshire*

6/4/18
Date



Name:
Title:



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

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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 therefrom 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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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.
8. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,123,396.
2. Revise Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment by replacing it in its entirety with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment which is attached hereto and incorporated by reference.

Handwritten initials "AB" in black ink.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

[Signature]
Name: Katja S. Fox
Title: Director

July 29, 2019
Date

FIT/NHNH, Inc.,
[Signature]
Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on July 29, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Ruth Syrek, Admin. Asst., Notary Public
Name and Title of Notary or Justice of the Peace

RUTH A. SYREK, Notary Public
My Commission Expires September 5, 2023
My Commission Expires: _____



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

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

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date

[Signature]
Name: Takhuino Rukhmatova
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:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A Amendment #2, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Amendment #2 Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
 - 3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).
 - 3.4.1.1. If the individual owns a vehicle:



Exhibit B, Amendment #3

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 12, Sliding Fee Scale, when the Contractor determines or anticipates that the



Exhibit B, Amendment #3

private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1.

- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 12 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1 except for:
- 5.7.1. Transitional Living, See Section 7 below.
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service, except in Exhibit B, Amendment #3, Section 5.7.1, exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Transitional Living for Medicaid clients with Opioid Use Disorder (OUD).
- 6.1. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.2. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

NOF



Exhibit B, Amendment #3

6.3. The Contractor shall not bill the Department for Room and Board payments in excess of **\$52,214** of the SOR funds.

7. Charging the Client for Room and Board for Transitional Living Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Amendment #2 Scope of Services and after billing other public and private insurance.



Exhibit B, Amendment #3

- 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
10. Additional Billing Information: Transportation
 - 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Amendment #2 Scope of Services Section 2.4.2.2 as follows:
 - 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
 - 10.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
 - 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
 - 10.3. The Contractor will invoice the Department according to Department instructions.
11. Additional Billing Information: Child Care
 - 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Amendment #2 Scope of Services, Section 2.4.2.3 as follows:
 - 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
 - 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
 - 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
 - 11.3. The Contractor will invoice the Department according to Department instructions.
 - 11.4. The Contractor shall seek reimbursement according to Exhibit

MJS



Exhibit B, Amendment #3

- 11.5. B-1 Service Fee Table.
- 11.6. 6.3.3. The Contractor shall maintain documentation of the following:
- 11.7. 6.3.3.1. WITS Client ID #;
- 11.8. 6.3.3.2. Date of Service;
- 11.9. 6.3.3.3. Description of service;
- 11.10. 6.3.3.4. Associated Medicaid Code;
- 11.11. 6.3.3.5. Charge for the service;
- 11.12. 6.3.3.6. Client cost share for the service; and
- 11.13. 6.3.3.7. Amount being billed to the Department for the
- 11.14. service.
- 11.15. 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each
- 11.16. month, which identifies and requests reimbursement for authorized
- 11.17. expenses incurred for medication assisted treatment in the prior month.
- 11.18. The State shall make payment to the Contractor within thirty (30) days
- 11.19. of receipt of each invoice for Contractor services provided pursuant to
- 11.20. this Agreement. Invoices must be submitted utilizing the WITS system.

12. Sliding Fee Scale

- 12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.
- 12.2. The Contractor shall adhere to the sliding fee scale as follows:

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



Exhibit B, Amendment #3

- 12.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
13. Submitting Charges for Payment
- 13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
- 13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 13.1.5. Submit separate batches for each billing month.
- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
18. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

Handwritten initials in black ink, appearing to be 'MB' or similar.



Exhibit B, Amendment #3

- 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 19.2.1. Make cash payments to intended recipients of substance abuse services.
 - 19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

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

MS

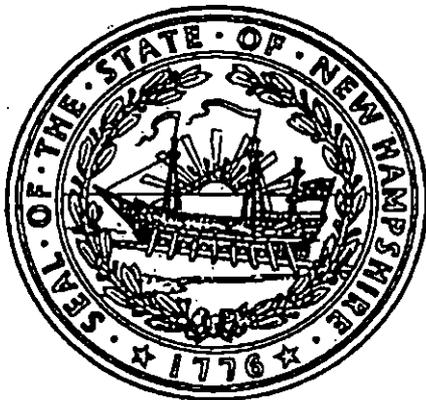
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHHH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0004506562



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Charla Stevens, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of FIT/NHH, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 29, 2019:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29 day of July, 2019.
(Date Contract Signed)

4. Maureen Beuresgard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29 day of July, 2019.

By Charla Stevens
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: _____



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2019

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME:		
	PHONE (A/C No., Ext): (603) 225-6611	FAX (A/C No.): (603) 225-7935	
	EMAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Philadelphia Insurance Company	23850	
INSURED FIT/NHNH, Inc. 122 Market St Manchester, NH 03101	INSURER B: Granite State Health Care & Human Services Self Insured Group		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL (INS)	SUBR (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1923495	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/PROP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1923501	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB659752	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20190000102	2/1/2019	2/1/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Lib			PHPK1923495	1/1/2019	1/1/2020	See Below
B	Worker's Compensatio			HCHS20190000102	2/1/2019	2/1/2020	Excess 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability \$1,000,000 Each Incident/\$3,000,000 Aggregate

Professional Liability \$1,000,000 Each Incident/\$3,000,000 Aggregate.

CERTIFICATE HOLDER

CANCELLATION

State of NH, DHMS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Donna P. Beaudoin</i>

ACORD 25 (2016/03)

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Families in Transition

Providing a Home Building Hope

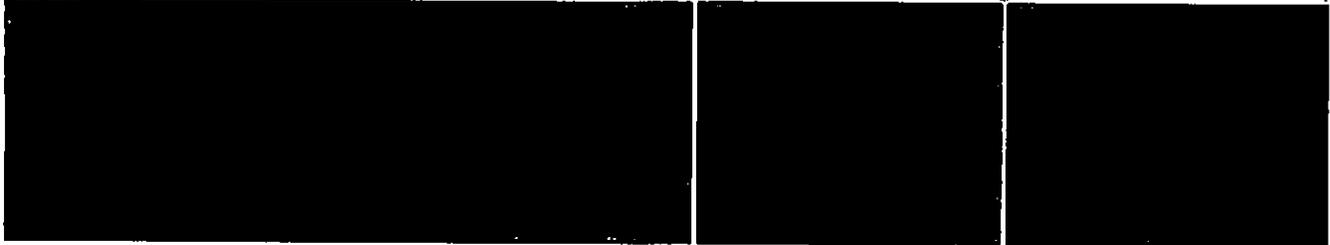


FOR NEW HAMPSHIRE, INC.

SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTERS

Our Mission

The mission of FIT/NHNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2018

(With Comparative Totals for 2017)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2018 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2018, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2017 consolidated financial statements and, in our report dated March 30, 2018, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2018, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2018 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 18, 2019

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2018

(With Comparative Totals for December 31, 2017)

	<u>2018</u>	<u>2017</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,598,033	\$ 1,062,497
Funds held as fiscal agent	-	96,383
Accounts receivable	52,211	38,380
Grants and contributions receivable	786,343	451,664
Prepaid expenses	80,007	33,229
Due from related parties	35,613	-
Other current assets	<u>48,110</u>	<u>43,097</u>
Total current assets	2,600,317	1,725,250
Replacement reserves	336,578	292,264
Reserve cash designated for properties	718,154	722,130
Investments	1,336,584	-
Investment in related entity	1,000	1,000
Asset held for sale	429,779	-
Property and equipment, net	28,530,819	26,210,337
Development in process	3,605,450	2,090,031
Other assets, net	<u>198,473</u>	<u>50,000</u>
Total assets	<u>\$ 37,757,154</u>	<u>\$ 31,091,012</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 1,116,180	\$ 216,147
Accounts payable	249,907	220,828
Accrued expenses	348,095	217,676
Funds held as fiscal agent	-	96,383
Due to related entity	35,613	-
Line of credit	145,000	-
Other current liabilities	<u>82,475</u>	<u>49,504</u>
Total current liabilities	1,977,270	800,538
Long-term debt, less current portion, net of unamortized deferred costs	<u>13,604,017</u>	<u>11,264,521</u>
Total liabilities	<u>15,581,287</u>	<u>12,065,059</u>
Net assets		
Without donor restrictions - controlling interest	17,744,537	14,563,053
Without donor restrictions - noncontrolling interest	<u>3,243,694</u>	<u>3,565,478</u>
Total without donor restrictions	20,988,231	18,128,531
With donor restrictions	<u>1,187,636</u>	<u>897,422</u>
Total net assets	<u>22,175,867</u>	<u>19,025,953</u>
Total liabilities and net assets	<u>\$ 37,757,154</u>	<u>\$ 31,091,012</u>

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

FIT/NHH, INC. AND SUBSIDIARIES
Consolidated Statement of Activities
Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2018	Total 2017
Revenue and support						
Federal, state and other grant support	\$ 4,801,300	\$ -	\$ 4,801,300	\$ 613,654	\$ 5,414,954	\$ 3,212,747
Rental income, net of vacancies	2,021,463	-	2,021,463	-	2,021,463	1,841,084
Thrift store sales	618,583	-	618,583	-	618,583	663,796
Public support	855,830	-	855,830	-	855,830	438,127
Tax credit revenue	80,000	-	80,000	-	80,000	80,000
Special events	628,910	-	628,910	-	628,910	197,181
Developer fees	88,463	-	88,463	-	88,463	-
VISTA program revenue	93,734	-	93,734	-	93,734	125,742
Unrealized (loss) gain on investments	(188,848)	-	(188,848)	-	(188,848)	1,270
(Loss) gain on disposal of assets	(10,115)	-	(10,115)	-	(10,115)	8,133
Interest income	38,634	-	38,634	-	38,634	31,819
In-kind donations	14,429	-	14,429	-	14,429	81,848
Investment income	99,783	-	99,783	-	99,783	-
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	621,857	-	621,857	-	621,857	411,636
Other income	279,420	-	279,420	-	279,420	91,958
Net assets released from restrictions	292,823	-	292,823	(292,823)	-	-
Total revenue and support	10,043,718	-	10,043,718	220,828	10,264,546	7,319,857
Expenses						
Program activities						
Housing	8,390,828	-	8,390,828	-	8,390,828	6,298,553
Thrift store	899,374	-	899,374	-	899,374	651,291
Total program activities	9,290,202	-	9,290,202	-	9,290,202	6,949,844
Fundraising	1,131,941	-	1,131,941	-	1,131,941	418,486
Management and general	897,234	-	897,234	-	897,234	629,852
Total expenses	11,109,478	-	11,109,478	-	11,109,478	7,929,133
(Deficiency) excess of revenue and support over expenses	(1,065,760)	-	(1,065,760)	220,828	(844,932)	(623,276)
Grants and contributions for capital projects	270,657	-	270,657	289,833	560,490	1,538,770
Net assets released for capital projects	358,812	-	358,812	(358,812)	-	-
Effect of consolidation of affiliate	3,291,787	-	3,291,787	139,164	3,430,951	-
Change in net assets	2,859,700	-	2,859,700	280,214	3,149,914	915,494
Change in net assets attributable to noncontrolling interest in subsidiaries	321,784	(321,784)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	3,181,484	(321,784)	2,859,700	280,214	3,149,914	915,494
Net assets, beginning of year	14,263,053	3,685,478	18,128,531	897,422	19,025,953	18,110,459
Net assets, end of year	\$ 17,744,637	\$ 3,243,694	\$ 20,988,331	\$ 1,187,636	\$ 22,175,967	\$ 19,025,953

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

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

**Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)**

	<u>Program Activities</u>			<u>Management and General</u>	<u>2018 Total</u>	<u>2017 Total</u>
	<u>Housing</u>	<u>Thrift Store</u>	<u>Fundraising</u>			
Salaries and benefits						
Salaries and wages	\$ 3,492,775	\$ 316,195	\$ 518,402	\$ 355,442	\$ 4,682,814	\$ 3,168,366
Employee benefits	400,781	24,951	54,002	37,770	517,504	349,575
Payroll taxes	<u>262,810</u>	<u>24,440</u>	<u>39,748</u>	<u>26,593</u>	<u>353,589</u>	<u>234,204</u>
Total salaries and benefits	4,156,366	365,586	612,150	419,805	6,553,907	3,752,145
Other expenses						
Advertising	15,018	25,068	-	18,946	59,032	36,236
Application and permit fees	1,620	-	-	-	1,620	2,015
Bad debts	28,100	-	-	-	28,100	26,124
Bank charges	573	8,847	-	11,445	20,865	17,875
Consultants	19,504	2,847	4,647	2,483	29,481	78,138
Depreciation	933,878	11,093	115,347	51,612	1,111,930	1,003,294
Events	3,550	2,814	160,685	-	167,049	61,181
General insurance	124,791	3,523	14,318	13,248	155,880	153,904
Grant expense	59,149	-	-	-	59,149	-
Interest expense	228,999	714	-	-	229,713	188,473
Management fees	6,622	-	-	-	6,622	6,487
Meals and entertainment	4,740	179	656	547	6,122	5,181
Membership dues	10,790	-	1,741	3,458	15,989	10,022
Merger expenses	-	-	-	137,747	137,747	1,000
Office supplies	282,398	6,460	43,158	38,139	370,155	134,490
Participant expenses	116,915	45	379	379	117,718	99,219
Postage	7,324	9	4,274	1,758	13,365	7,804
Printing	16,755	2,745	19,129	2,088	40,717	24,577
Professional fees	53,906	3,500	-	112,417	169,823	182,974
Related entity expense	(159,398)	159,398	-	-	-	-
Rental subsidies	332,270	-	-	-	332,270	298,272
Repairs and maintenance	370,123	34,325	42,145	16,169	462,762	409,132
Shelter expense	166,891	-	-	-	166,891	-
Staff development	31,588	98	4,008	3,340	39,034	23,136
Taxes	313,613	2,307	-	-	315,920	328,184
Technology support	190,132	2,231	28,782	23,666	244,811	65,457
Telephone	88,992	5,056	10,095	8,778	112,921	90,917
Travel	40,914	3,845	5,191	4,222	54,172	44,486
Utilities	512,260	31,461	52,007	17,767	613,495	444,062
VISTA program	320,859	-	-	-	320,859	359,804
Workers' compensation	<u>111,684</u>	<u>14,223</u>	<u>13,229</u>	<u>9,220</u>	<u>148,356</u>	<u>84,544</u>
Total expenses	\$ 8,390,926	\$ 686,374	\$ 1,131,941	\$ 897,234	\$11,106,475	\$ 7,939,133

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

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 3,149,914	\$ 915,494
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,125,127	1,016,491
Grants and contributions for capital projects	(560,790)	(1,538,770)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of \$326,551	(3,104,400)	-
Forgiveness of debt	(131,267)	(131,267)
Unrealized loss (gain) on investments	168,848	(1,270)
Loss (gain) on disposal of assets	10,115	(5,133)
Decrease (increase) in:		
Accounts receivable	42,130	(16,731)
Grants and contributions receivable	(334,679)	(128,248)
Prepaid expenses	(39,301)	2,609
Other assets	(119,810)	(302)
Increase (decrease) in:		
Accounts payable	(21,258)	51,841
Accrued expenses	84,806	9,744
Due to related party	35,613	-
Other current liabilities	32,971	1,398
	<u>338,019</u>	<u>175,856</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Repayments of advances to related parties	(35,613)	8,208
Net (deposits to) withdrawals from reserve accounts	(40,338)	57,348
Proceeds from sale of investments	275,024	4,284
Investment in development in process	(1,515,419)	(1,931,040)
Proceeds from disposal of assets	-	5,133
Acquisition of property and equipment	(2,476,109)	(182,691)
	<u>(3,792,455)</u>	<u>(2,018,778)</u>
Net cash used by investing activities		
Cash flows from financing activities		
Grants and contributions for capital projects	560,790	1,538,770
Net borrowings from line of credit	145,000	-
Proceeds from long-term borrowings	3,507,201	772,009
Payments on long-term debt	(223,019)	(203,120)
	<u>3,989,972</u>	<u>2,107,659</u>
Net cash provided by financing activities		
Net increase in cash and cash equivalents	535,536	264,737
Cash and cash equivalents, beginning of year	1,062,497	797,760
Cash and cash equivalents, end of year	<u>\$ 1,598,033</u>	<u>\$ 1,062,497</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings from seller	\$ -	\$ 60,615
Property and equipment transferred from development in process	\$ 2,222,138	\$ -

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

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and Lehner Street in Wolfeboro, New Hampshire (Hope House).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2018, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close the Concord, New Hampshire thrift store location.

The Organization has several wholly-owned corporations which include Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy".

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Effective January 1, 2018, FIT and New Horizons for New Hampshire, Inc. (NHNH) merged to create an integrated system of care that will provide an increased supply of affordable housing for those most in need, sustain positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identify areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care that will prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets of \$3,430,951 as follows:

Cash and cash equivalents	\$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	<u>(73,417)</u>
Fair value of net assets acquired	<u>\$ 3,430,951</u>

The merger resulted in a contribution because the fair value of the identifiable assets exceeds the fair value of the liabilities assumed and no consideration was transferred from NHNH.

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association) and is the majority owner in the Association. The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH, Outfitters, the Association, and NHCEH. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018
(With Comparative Totals for December 31, 2017)

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2017 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2018 and 2017 is approximately \$780,000 and \$1,060,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that allocated include salaries and benefits, depreciation, amortization, office and other expenses, which are allocated based on estimated utilization of support services by functional cost centers.

FIT/NHNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2018 and 2017, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes, however, the Internal Revenue Service is prepared to regard any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Recently Issued Accounting Pronouncement

In August 2016, Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2018
(With Comparative Totals for December 31, 2017)**

2. Availability and Liquidity of Financial Assets

As of December 31, 2018, the Organization has working capital of \$1,108,040 and average days (based on normal expenditures) cash on hand of 54.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on mortgage notes payable, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2018</u>	<u>2017</u>
Financial assets:		
Cash and cash equivalents	\$ 1,598,033	\$ 1,062,497
Accounts receivable	52,211	38,380
Grants and contributions receivable	786,343	451,664
Investments	<u>1,336,684</u>	<u>-</u>
Total financial assets	3,773,171	1,552,541
Donor-imposed restrictions:		
Restricted funds	<u>(1,187,636)</u>	<u>(897,422)</u>
Financial assets available at year end for current use	<u>\$ 2,585,535</u>	<u>\$ 655,119</u>

The Organization also has a line of credit available to meet short-term needs.

The Organization has replacement reserves and cash designated reserves for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) and only available when approved by NHHFA. As a result, these replacement reserves and cash designated reserves for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2018

(With Comparative Totals for December 31, 2017)

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 3,646,597	\$ 3,112,699
Land improvements	602,600	602,600
Buildings and improvements	34,123,495	30,283,393
Furniture and fixtures	731,590	610,143
Equipment	558,032	217,695
Vehicles	347,711	300,367
Construction in progress	<u>12,229</u>	<u>-</u>
	40,022,254	35,126,897
Less: accumulated depreciation	<u>11,491,435</u>	<u>8,916,560</u>
Property and equipment, net	\$ <u>28,530,819</u>	\$ <u>26,210,337</u>

At December 31, 2018 and 2017, the Organization held \$22,102,918 and \$18,427,778, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

4. Development in Process

Development in process consists of costs related to the following facilities:

Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT and Housing Benefits are assisting in the establishment of The Manchester Recovery and Treatment Center, a large-scale facility to curb the tide of substance misuse.

The plan for establishment of this facility includes the following provisions: Each of the four floors of the Manchester Recovery and Treatment Center will provide different substance use disorder treatments or services to those at varying stages of recovery. Agencies using the facility will coordinate services to ensure that clients who seek services are provided with integrated and comprehensive care. One of the key programs in the facility will be Housing Benefit's Family Willows Recovery Housing Program (the Project) on the 2nd and 3rd floors. This program will provide 19 units of sober, recovery housing, and can accommodate an estimated 40-50 women and their children on an annual basis. Residents in the Project will have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Construction began in December 2017 and is anticipated to be completed in the first quarter of 2019. Funding for the Project has been secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations.

FIT/NHNNH, INC. AND SUBSIDIARIES

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Hope House

In December 2017, FIT and Housing Benefits began renovations on Hope House. Hope House, modeled after FIT's Family Place Resource Center and Shelter in Manchester, New Hampshire, is a comprehensive resource for families experiencing homelessness. In addition to emergency housing, Hope House provides services including comprehensive intake, assessment and referrals designed to direct families to the appropriate homeless and housing resources in the community, referrals to medical care for parents and children, and other essential resources. Hope House houses 7 families and their children each night, with an estimated 30 adults and 90 children annually. During 2018, the renovations at Hope House were completed and facility was placed into service. Funding for Hope House was obtained with lending from NHHFA, as well as private contributions.

5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (5.5% at December 31, 2018). There was no outstanding balance as of December 31, 2017. As of December 31, 2018, the outstanding balance was \$145,000.

6. Long-term Debt

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 53,707	\$ 57,243
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019. The Organization is in the process of refinancing this mortgage loan payable.	113,185	118,282

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<p>A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.</p>	<p>69,226</p>	<p>69,980</p>
<p>A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.</p>	<p>217,397</p>	<p>226,616</p>
<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<p>141,664</p>	<p>147,919</p>
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.</p>	<p>85,018</p>	<p>85,018</p>
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	<p>336,955</p>	<p>336,955</p>
<p>A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.</p>	<p>260,000</p>	<p>260,000</p>
<p>A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.</p>	<p>449,877</p>	<p>449,877</p>
<p>A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.</p>	<p>220,274</p>	<p>233,053</p>

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<p>A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.</p>	<p>226,726</p>	<p>226,725</p>
<p>A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.</p>	<p>250,000</p>	<p>250,000</p>
<p>A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.</p>	<p>230,000</p>	<p>230,000</p>
<p>A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.</p>	<p>45,430</p>	<p>57,837</p>
<p>A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.</p>	<p>850,000</p>	<p>850,000</p>
<p>A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.</p>	<p>432,921</p>	<p>450,124</p>
<p>A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.</p>	<p>600,000</p>	<p>600,000</p>

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A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	543,384	550,878
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	90,908	99,999
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	263,103	275,398
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	69,285	95,775
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,575	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note is payable in full in September 2031.	332,432	348,981
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628

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<p>A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.</p>	168,022	168,022
<p>A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2018 and 2017, \$131,267 was recognized as revenue and support in the consolidated statement of activities.</p>	984,497	1,115,764
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.</p>	216,672	216,672
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p>	582,808	582,808
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019. The Organization is in the process of refinancing this mortgage loan payable.</p>	388,731	398,203
<p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>	9,892	15,239

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<p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>	13,979	22,624
<p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.</p>	750,000	750,000
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.</p>	183,916	188,387
<p>A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.</p>	382,018	390,000
<p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal and interest are due over a 30 year period starting September 2018 at 4.90% interest.</p>	770,113	270,855
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.</p>	692,891	113,819
<p>Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.</p>	40,633	51,965
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.</p>	1,133,816	-

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<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded the the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	495,225	-
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.</p>	780,000	-
<p>A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.</p>	13,879	-
<p>A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of \$6,000 are due by October 1 commencing October 1, 2010. The note is due in full by October 1, 2019.</p>	6,000	-
<p>A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.</p>	46,767	-
	14,760,449	11,534,117
Less current portion	1,116,180	216,147
Less unamortized deferred costs	40,252	53,449
	\$ 13,604,017	\$11,264,521

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Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2019	\$ 1,116,180
2020	218,543
2021	210,011
2022	186,655
2023	504,951
Thereafter	<u>12,524,109</u>
	<u>\$ 14,760,449</u>

Interest expense charged to operations, including amortization of deferred costs of \$13,197, was \$229,713 and \$188,473 in 2018 and 2017, respectively. Cash paid for interest approximates interest expense.

7. Net Assets

At December 31, 2018 and 2017, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2018</u>	<u>2017</u>
Specific purpose		
The Family Place - services	\$ 53,540	\$ -
Scholarships	8,264	10,264
VISTA program	48,118	57,351
Direct care for clients	95,410	109,749
Community Gardens	10,333	-
Hope House	131,440	241,761
Family Willows Recovery Housing Program	264,238	299,797
NHNN merger	345,003	98,500
Substance use disorder services	170,677	-
NHNN programs	<u>60,613</u>	<u>-</u>
	1,187,636	817,422
Passage of time		
Grant receivable - time restricted	<u>-</u>	<u>80,000</u>
	<u>\$ 1,187,636</u>	<u>\$ 897,422</u>

FIT/NHNH, INC. AND SUBSIDIARIES

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Net assets released from net assets with donor restrictions were as follows:

	<u>2018</u>	<u>2017</u>
Satisfaction of purpose restrictions:		
The Family Place - services	\$ -	\$ 41,866
Scholarships	3,500	2,500
VISTA program	57,325	58,093
Housing programs	-	10,000
Direct care for clients	84,324	45,070
Community Gardens	-	42,843
Hope House	216,016	-
Family Willows Recovery Housing Program	143,796	42,972
NHNH merger	96,706	-
Substance use disorder services	45,324	2,000
NHNH programs	<u>5,746</u>	<u>-</u>
	<u>\$ 652,737</u>	<u>\$ 245,344</u>

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

9. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$63,053 and \$49,814 during the years ended December 31, 2018 and 2017, respectively.

10. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. In accordance with the agreement, the Organization was to maintain the books and financial records for HANH in accordance with U.S. GAAP. HANH funds were presented in the Organization's consolidated statement of financial position as funds held as fiscal agent. Effective January 1, 2018, the Fiscal Sponsorship Agreement terminated and the Organization no longer maintains the books and financial records for HANH.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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11. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2018</u>	<u>2017</u>
New Hampshire Housing Equity Fund, Inc.	Bicentennial	\$ 105,749	\$ 213,660
JP Morgan Chase	Bicentennial	213,791	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	970,818	1,135,777
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	<u>1,953,316</u>	<u>2,002,230</u>
		<u>\$ 3,243,694</u>	<u>\$ 3,565,478</u>

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 18, 2019, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

Bicentennial

During 2018, Bicentennial reached the end of the initial 15-year low-income housing tax credit compliance period. As a result, New Hampshire Housing Equity Fund, Inc. and JP Morgan Chase (the limited partners) have decided to withdraw from Bicentennial and are expected to do so in the first quarter of 2019. It is management's plan to have Housing Benefits assume the remaining assets of Bicentennial.

Outfitters

As a result of management's decision to close the OutFITter's Boutique located in Concord, New Hampshire, the property was put up for sale and is reflected as an asset held for sale on the consolidated statement of financial position at December 31, 2018. On February 25, 2019, Outfitters sold the property for \$830,000. CDFA, who granted tax credits to originally purchase the property, has required Outfitters to restrict \$43,340 of the proceeds from the sale to be used for the Outfitters thrift store located in Manchester, New Hampshire. Outfitters will recognize a gain on sale of property in 2019.

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Antoinette Hills

In September, 2018, Housing Benefits signed a Purchase and Sale Agreement with Antoinette L. Hill Apartments, Inc., an unrelated party, to purchase 23 units of housing located in Manchester, New Hampshire for approximately \$1,300,000 to be financed through NHHFA. The terms of the long-term debt agreement with NHHFA require that the owner of the property must be a single purpose entity. As a result, management has formed HB-AH, LLC, is a single member LLC, with Housing Benefits as its sole member.

SUPPLEMENTARY INFORMATION

PT/HHH, INC. AND SUBSIDIARIES
Consolidating Statement of Financial Position
December 31, 2018

ASSETS

	Families In Transition - Owning	United Partnerships	Housing Benefits	Family Outlets	New Orleans for New Homesites	Manchester Emergency Housing	New Hampshire Coastline to End Homelessness	Wilson Street Condominium Association	With Donor Restrictions	Eliminations	Total
Current assets											
Cash and cash equivalents	\$ 318,000	\$ 67,491	\$ 178,536	\$ 6,165	\$ 180,840	\$ 1,529	\$ 83,896	\$ 18,726	\$ 787,830	\$ -	\$ 1,869,833
Accounts receivable	98,069	18,792	20,483	-	7,280	-	-	1,896	-	(92,400)	82,213
Grants and contributions receivable	338,563	-	-	-	39,213	6,770	-	-	404,797	-	789,243
Prepaid expenses	45,847	18,310	13,811	-	-	570	742	3,118	-	-	80,087
Due from related party	892,846	-	81,843	138,407	26,443	-	-	-	-	(1,118,486)	35,813
Other current assets	8,374	20,783	20,787	-	-	-	-	-	-	-	49,944
Total current assets	1,608,629	124,371	327,066	144,572	236,776	8,069	84,640	22,900	1,187,636	(1,207,676)	2,600,317
Replacement reserves	62,567	113,005	180,548	-	-	-	-	-	-	-	336,579
Reserve cash designated for properties	84,848	298,424	367,862	-	-	-	-	-	-	-	718,134
Related party notes receivable	1,725,799	-	-	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party note	1,088,447	-	-	-	-	-	-	-	-	(1,088,447)	-
Investments	-	-	-	-	1,311,864	-	-	-	25,000	-	1,336,864
Investment in related entities	1,198,347	-	25,851	-	-	-	-	-	-	(1,220,396)	1,000
Asset held for sale	429,778	-	-	-	-	-	-	-	-	-	429,778
Property and equipment, net	4,804,264	9,784,821	13,343,733	30,488	1,362,225	2,887	3,823	-	-	-	28,538,819
Development in process	118,384	-	3,492,888	-	-	-	-	-	-	-	3,605,450
Other assets	28,812	-	141,892	-	29,388	-	-	-	-	-	199,472
Total assets	\$ 18,375,795	\$ 18,317,821	\$ 17,890,899	\$ 174,428	\$ 2,836,853	\$ 11,878	\$ 88,163	\$ 22,800	\$ 1,187,636	\$ (9,228,819)	\$ 37,787,134

LIABILITIES AND NET ASSETS

Current liabilities											
Current portion of long-term debt	\$ 892,428	\$ 75,090	\$ 116,235	\$ 8,438	\$ 23,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,116,100
Accounts payable	135,863	86,901	86,188	4,818	1,825	2,831	2,889	2,181	-	(92,400)	249,907
Accrued expenses	195,127	883,998	288,981	20,177	68,135	6,748	-	-	-	(1,088,447)	348,095
Due to related parties	28,443	118,163	782,831	137,734	-	78,137	-	531	-	(1,113,486)	35,813
Line of credit	148,000	-	-	-	-	-	-	-	-	-	148,000
Other current liabilities	25,183	27,864	21,887	-	-	-	830	-	-	-	82,473
Total current liabilities	1,421,078	1,178,814	1,297,486	178,798	82,748	65,534	3,439	2,742	-	(2,274,322)	1,977,278
Long-term debt, less current portion, net of unamortized deferred costs	1,258,840	4,820,892	9,224,879	8,426	28,778	-	-	-	-	(1,725,799)	13,804,812
Total liabilities	2,681,018	5,997,706	10,522,365	178,222	112,527	81,534	3,429	2,742	-	(4,000,121)	15,581,297
Net assets											
Net assets without donor restrictions - controlling interest	7,894,780	1,078,321	7,338,831	(1,637)	2,426,428	(73,878)	84,724	29,158	-	(1,220,396)	17,744,337
Net assets without donor restrictions - noncontrolling interest	-	3,253,824	-	-	-	-	-	-	-	-	3,253,824
Total net assets without donor restrictions	7,894,780	4,320,625	7,338,831	(1,637)	2,426,428	(73,878)	84,724	29,158	-	(1,220,396)	20,998,231
Net assets with donor restrictions	-	-	-	-	-	-	-	-	1,187,636	-	1,187,636
Total net assets	7,894,780	4,320,625	7,338,831	(1,637)	2,426,428	(73,878)	84,724	29,158	1,187,636	(1,220,396)	22,175,867
Total liabilities and net assets	\$ 18,375,795	\$ 18,317,821	\$ 17,890,899	\$ 174,428	\$ 2,836,853	\$ 11,878	\$ 88,163	\$ 22,800	\$ 1,187,636	\$ (9,228,819)	\$ 37,787,134

FTIRHMH, INC. AND SUBSIDIARIES
Consolidating Statement of Activities
Year Ended December 31, 2010

	Families in Transition - Operations	United Partnerships	Housing Results	Family Outreach	New Horizons for New Members	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Elimination	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	\$ 4,224,300	\$ -	\$ 89,250	\$ -	\$ 329,429	\$ 147,028	\$ -	\$ -	\$ (217,858)	\$ 4,801,300	\$ 813,834	\$ 5,615,134
Rental income, net of vacancies	333,253	813,883	864,182	-	-	6,063	-	83,998	(79,417)	2,021,465	-	2,021,465
Thrift store sales	-	-	-	618,363	-	-	-	-	-	618,363	-	618,363
Public support	253,447	-	17,131	1,517	960,717	-	23,023	-	-	835,830	-	835,830
Tax credit revenue	60,000	-	-	-	-	-	-	-	-	60,000	-	60,000
Special events	175,274	-	-	-	351,836	-	-	-	-	527,110	-	527,110
Property management fees	68,483	-	-	-	-	-	-	-	(584,583)	-	-	-
Developer fees	68,483	-	-	-	-	-	-	-	-	68,483	-	68,483
VISTA program revenue	83,734	-	-	-	-	-	-	-	-	83,734	-	83,734
Unrealized loss on investments	-	-	-	-	(168,843)	-	-	-	-	(168,843)	-	(168,843)
Loss on disposal of assets	-	-	(1,484)	-	(8,851)	-	-	-	-	(10,335)	-	(10,335)
Interest income	87,382	2,304	8,738	-	-	-	-	-	(87,776)	36,834	-	36,834
In-kind donations	13,704	-	-	-	-	725	-	-	-	14,429	-	14,429
Investment income	-	-	-	-	89,783	-	-	-	-	89,783	-	89,783
Forgiveness of debt	-	18,000	121,287	-	-	-	-	-	(18,000)	131,287	-	131,287
Medical reimbursements	821,957	-	-	-	-	-	-	-	-	821,957	-	821,957
Other income	252,635	19,801	133,971	18,866	32,885	42,178	3,049	-	(227,435)	279,429	-	279,429
Net assets released from restrictions	287,179	-	-	-	8,718	-	-	-	-	295,897	(295,897)	-
Total revenue and support	6,895,831	834,020	1,272,895	637,138	1,200,634	215,894	28,072	83,599	(1,194,833)	10,043,719	220,828	10,264,547
Expenses												
Program activities	5,474,177	1,210,187	1,314,432	748,070	1,202,828	243,810	17,383	43,441	(1,104,883)	9,080,435	-	9,080,435
Fundraising	814,893	-	168,990	-	348,258	-	-	-	-	1,331,941	-	1,331,941
Management and general	711,393	-	87,810	-	119,188	-	-	-	-	918,391	-	918,391
Total expenses	6,800,463	1,210,187	1,571,232	748,070	1,670,274	243,810	17,383	43,441	(1,104,883)	11,106,478	-	11,106,478
Excess (deficiency) of revenue and support over expenses												
	165,854	(376,167)	(298,337)	(111,932)	(469,540)	(27,916)	10,709	20,158	-	(1,062,759)	220,828	(841,827)
Grants and contributions for capital projects												
	-	-	270,857	-	-	-	-	-	-	270,857	289,933	560,790
Net assets released for capital projects												
	359,812	-	-	-	-	-	-	-	-	359,812	(359,812)	-
Effect of consolidation of affiliate												
	-	-	-	-	3,281,787	-	-	-	-	3,281,787	129,184	3,410,971
Change in net assets	\$ 325,478	\$ (726,187)	\$ (72,210)	\$ (111,932)	\$ 2,828,478	\$ (27,818)	\$ 18,709	\$ 20,158	\$ -	\$ 2,829,709	\$ 290,214	\$ 3,149,923

FITAWH, INC. AND SUBSIDIARIES
Consolidating Statement of Functional Expenses
Year Ended December 31, 2010

	Program Activities												
	Family In Transition - Services	Limited Disabilities	Housing Benefits	Family Counselors	New Horizons for New Hampshires	Manchester Emergency Shelter	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Parishcare	Management and General	Production	Total
Salaries and benefits													
Salaries and wages	\$ 2,332,325	\$ -	\$ 379,212	\$ 316,195	\$ 673,012	\$ 116,028	\$ -	\$ -	\$ 3,806,879	\$ 518,402	\$ 355,442	\$ -	\$ 4,682,814
Employee benefits	257,006	-	78,225	24,951	81,064	8,447	-	-	425,732	54,802	37,770	-	517,804
Payroll taxes	172,472	-	23,528	24,440	51,123	8,623	-	-	287,250	38,745	20,833	-	353,528
Total salaries and benefits	2,761,803	-	471,016	365,586	785,209	131,130	-	-	4,521,852	612,150	414,005	-	5,553,807
Advertising	14,111	-	296	25,068	-	-	808	-	40,888	-	18,848	-	80,822
Application and permit fees	-	-	1,820	-	-	-	-	-	1,820	-	-	-	1,820
Bad debt	1,584	11,897	14,219	-	-	-	-	-	28,100	-	-	-	28,100
Bank charges	-	390	-	8,847	-	87	90	30	9,420	-	11,445	-	20,885
Consultants	13,082	-	3,519	2,847	-	2,123	-	-	22,511	4,847	-	-	29,481
Depreciation	171,127	385,718	323,483	11,083	62,378	340	834	-	944,871	115,347	61,812	-	1,111,830
Events	-	-	-	2,814	-	-	3,350	-	6,364	100,885	-	-	107,849
General insurance	29,119	36,144	30,125	3,523	18,977	8,714	-	4,712	128,314	14,218	13,248	-	155,800
Grant expense	23,336	-	-	-	33,811	-	-	-	58,149	-	-	-	80,149
Interest expense	88,338	112,238	115,875	714	1,717	-	-	-	297,483	-	-	(67,778)	229,713
Management fees	74,870	181,085	294,768	-	-	-	-	-	571,204	-	-	(584,542)	8,622
Meals and entertainment	4,284	-	32	178	-	133	311	-	4,919	630	347	-	6,122
Membership dues	8,280	-	1,810	-	-	-	1,000	-	10,790	1,741	3,458	-	15,989
Merchandise	-	-	-	-	-	-	-	-	-	-	137,747	-	137,747
Office supplies	243,293	849	21,887	8,480	15,454	148	888	-	288,858	43,136	38,139	-	376,133
Participant expenses	86,720	3,078	8,132	43	43,987	-	3,000	-	148,980	378	378	-	152,716
Postage	5,734	-	8	8	1,879	-	-	-	7,333	4,274	1,788	-	13,365
Printing	19,882	-	-	2,745	-	-	1,093	-	19,500	18,128	2,088	-	40,717
Professional fees	9,275	27,743	9,313	3,000	-	8,888	-	-	482,970	-	112,417	-	603,175
Related entity expenses	795,348	-	(491,774)	158,298	-	-	-	1,808	87,498	-	144	(463,114)	-
Rent	-	-	-	82,898	-	-	-	-	82,898	-	18,721	(79,417)	-
Rental utilities	332,270	-	-	-	-	-	-	-	332,270	-	-	-	332,270
Repairs and maintenance	32,838	128,812	163,342	34,325	13,222	22,882	-	7,729	424,448	42,145	18,189	(20,008)	482,782
Shelter expense	-	-	-	186,881	-	-	-	-	186,881	-	-	-	186,881
Staff development	28,836	-	-	98	741	-	4,791	-	31,866	4,008	3,340	-	38,804
Taxes	67,851	113,810	132,082	2,387	75	75	-	-	315,920	-	-	-	315,920
Technology support	482,452	483	2,311	2,231	3,808	840	836	-	187,363	23,732	23,888	-	244,811
Telephone	82,888	719	18,050	3,858	3,483	2,892	-	1,176	94,948	10,880	8,778	-	112,821
Travel	32,832	-	1,874	3,845	3,883	-	823	-	44,738	5,181	4,222	-	54,172
Utilities	38,883	187,345	167,198	31,481	75,837	18,186	-	17,781	843,771	82,887	17,787	-	815,485
VISTA program	318,534	2,323	-	-	-	-	-	-	320,858	-	-	-	320,858
Workers' compensation	82,528	-	24,432	14,222	13,218	8,884	-	-	123,852	13,228	9,220	-	146,350
Total expenses	\$ 8,474,177	\$ 1,218,187	\$ 1,314,432	\$ 748,878	\$ 1,292,821	\$ 243,818	\$ 17,382	\$ 42,441	\$ 10,253,218	\$ 1,131,811	\$ 814,099	\$ (1,184,893)	\$ 11,109,423

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

David Cassidy, Co-Chairperson
Senior Vice President, Eastern Bank
Board member since 2018

Charla Bizios Stevens, Co -Chairperson
Director, Litigation Department and Chair of Employment Law Practice Group
McLane Middleton, Professional Association Esquire
Board member since 2018

Colleen Cone, Vice Chairperson
Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer
Howe, Riley & Howe, PLLC.
Board member since 2018

Kristi Scarpone, Secretary
First, Corporate and Foundation Relations
Board member since 2018

Roy Tilsley, At Large
Bernstein Shur, Shareholder
Board member since 2018

Scott W. Ellison, At Large
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Dick Anagnost, Prior Co-Chairperson
President, Anagnost Companies
Board member since 2018

Alison Hutcheson
Merchants Fleet Management, Associate Director of Sales Administration
Board member since 2018

AnnMarie French
Executive Director, NH Fiscal Policy Institute
Board member since 2018

Brian Hansen
Team Engineering, Project Manager
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Heather Whitfield
Vice President, Commercial Lending, People's United Bank
Board member since 2018

Jack Olson
Retired
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations
Board member since 2018

Peter Telge
Owner, Stark Brewing Company
Board member since 2018

Roy Ballentine
Executive Chairman, Ballentine Partners, LLC
Board member since 2019

Ryan Mulholland
Westbridge
Board member since 2018

Sarah Jacobs
Manchester School District Coordinator
Board member since 2018

Sean Leighton

Captain – Investigative Division Commander, City of Manchester Police Department
Board member since 2019

Wayne McCormick, CFP

Steward Partners Managing Director Wealth Manager
Board member since 2018

Maureen Ann Beauregard

Professional Experience

November 1991 to Present: Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003 to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition's social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

November 1989-March 1991: Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

November 1988-November 1989: Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources (AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

Education

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

Professional Affiliations and Honors

- 1998 to 2004 – Northern New England Housing Investment Fund. Member of Board of Directors.
- 1998 to 2004 – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- 2004: New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- 2004: The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- 2003: YWCA Susan B. Anthony Award, Woman of the Year
- 2003: New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- 2002: Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- 2002: Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- 2001: Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- 2003 to Present: YMCA Diversity Committee
- 2003 to Present: Intown Manchester, Economic Development Committee, Trustee
- 2003: The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- 2003 to Present: New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- 2002 to Present: Policy Academy for the Chronically Homeless, member
- 2002 to Present: Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- 2001 to Present: Manchester Task Force on Housing, member appointed by Mayor
- 1999 to Present: Northern New England Housing Investment Fund, Investment Committee, Trustee
- 1998 to Present: Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

Stephanie Allain Savard, MSW, LICSW

Education:

- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.

Licensure and Certification:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000 - Present.
- Boston University Trauma Certificate Program, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Awards & Honors:

- New Futures Thomas Fox Memorial Treatment Scholarship – Recognized for Treatment Work in Substance Use Field, 2013.
- Greater Manchester Chamber of Commerce "Leadership Greater Manchester Program," Class of 2011.
- Union Leader and Business Industry Association "40 Under 40" Leaders of New Hampshire, Class of 2004.
- NH Homeless Service Providers Award, NH Department of Health & Human Services, Office of Homeless & Housing Services, 2003.

Professional Experience:

Chief Operating Officer, Families in Transition, Manchester, NH, December 1996 – Present.

- Oversight of agency operations to ensure seamless systems, fiscal responsibility, quality control and best practices across departments. Provide oversight of development and revision of, adherence to agency policy and procedures.
- Oversee and manage supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Collaborate with Board of Directors and Management Team in non-profit development and program growth. Develop and provide clinical oversight of a specialized gender-specific intensive outpatient substance use treatment program specializing in co-occurring disorders, with a focus on trauma histories. Program recognized as the Treatment Provider of the Year by the NH Alcohol and Other Drug Providers Association, 2013.
- Develop and provide clinical oversight of an innovative therapeutic pre-school program for children and families who are homeless with strength-based and family-focused services.
- Provide clinical and administrative supervision for clinical program managers. Oversee a 24-hour crisis line.
- Collaborate with senior management staff in daily operations of Families in Transition, including financial decisions, program and housing development and human resources. Assume responsibilities and decision-making for agency in the absence of the President. Collaborate with President, Board of Directors and management team on strategic planning and implementation for the agency.
- Served on Families in Transition Board of Directors Programs Committee and the primary liaison to Committee chair for agency.

Family Service Worker/Counselor, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Provided support and treatment planning with families of children in judicial system. Conducted family assessments and counseling during stay at short-term residential facility.
- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Managed all shifts; development and facilitation of summer activity program.

Clinical Social Worker Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Assisted in providing treatment services to transitional living program provided within emergency housing program for single adults.
- Completed assessments and provided individual and group therapy to adults who were homeless in early recovery from substance use. Provided case management for substance use, HIV/AIDS and housing needs.

Clinical Social Worker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling and crisis intervention to people with chronic mental health disorders.

VISTA Volunteer, Center for Human Services, Seattle, WA, Aug. 1992- Aug. 1993.

- Developed and supervised volunteer program, assisted in agency fundraising and grant writing; designed marketing materials; assisted in coordinating Board of Directors and chaired Board committees.

Professional Expertise and Trainer Experience:

- Brazelton Touchpoints Community Trainer, New Hampshire's Brazelton Touchpoints Site with Families in Transition, 2011 – present.
- "Avoiding Third Degree Burns: A Professional First Aid Kit for Preventing Burnout" Conference Workshop, New Hampshire Division of Children, Youth and Families State-wide Conference, 2014; State of NH Bureau of Housing and Homelessness NH Homeless Provider Conference, 2013; Families in Transition Clinical Department, 2011.
- "Raising Voices: Strategies for Engaging Homeless & Formerly Homeless People in Local and National Advocacy Efforts" Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2014.
- "Dealing with Difficult Conversations" Training, Families in Transition VISTA Program, 2011-2013; Leadership Staff, 2012.
- "Direct Service Training for Volunteers", Families in Transition, 2013.
- "Understanding Homelessness & Poverty" Presentation, St. Anselm's College – Sociology Department, 2011 & 2012.
- "Ethics in Professional Practice" Presentation, Families in Transition, 2009.
- "Relational-Cultural Model with the People Experiencing Homelessness" Conference Workshop, State of NH Bureau of Housing and Homelessness – NH Homeless Providers Conference, 2002.
- Confident public speaker and community collaborator through active participation in multiple community groups, coalitions and associations.

Service in Professional Societies, Government and Local Organizations:

- Appointed Member, NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, March 2010 – Present.
- Chair and member, Governor's Commission on Alcohol and Drug Abuse Treatment Taskforce, 2009 – Present.
- Board of Directors Member, National Association of Social Workers –NH Chapter, 2004-2008
 - Vice-President 2006 – 2008
 - Executive Council Member at Large 2004-2005
 - Member 1996-Present.
- Member, Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004-2008.
- Board of Directors Member, NH Coalition to End Homelessness, 2000- 2002.
- Member, Manchester Continuum of Care, 2000-2007;
 - Chair – 2000-2001;
 - Community Awareness Committee Chair, 2003-2004 & 2006-2007.

Meghan E. Shea, LICSW, MLADC

OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire ▪ Graduated with an MSW from the Advanced Standing Program	May 2010
Bachelor of Art, Social Work, University of New Hampshire ▪ Graduated with an BSW with GPA of 3.41	May 2006

EMPLOYMENT

Vice President, Clinical & Supportive Services

Families in Transition-New Horizons

December 20th, 2017 – present

- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Clinical Director

Families in Transition

Sept 1st, 2016- December 2017

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist

Bedford Family Therapy

January 2014- Present

- Treat a caseload of 15 clients in a private outpatient group practice

- Utilize various evidence based practices CBT, DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager

March 7th, 2016- August 31st, 2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist

May 2010- September 2014

Families In Transition

- Facilitated Intensive Outpatient Programming in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern

May 2009 to May 2010

Bedford Counseling - Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager

June 2006- May 2010

Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment July 2014 to Present

NH Alcohol & Drug Abuse Counselors Association January 2012 to Present

Member of the Manchester Substance Use Collaborative March 2012 to Present

PRESENTATIONS

NH Association for infant mental health workshop Helping Parents Be Parents:
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015

Providers Association: Addressing Substance Misuse in the Home Environment March 31st, 2016 at
Wentworth Douglas Hospital in Dover, NH

REFERENCES - AVAILABLE UPON REQUEST

- evidence-based, sexual health group.
- Mental health counseling with teens; including wrap around case management with clients on caseload.
- Community outreach to promote medical homes

Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012

- Providing direct support to women and children in recovery
- Delivered clinical social work skills with clients on caseload
- Completed evidenced-based groups: *Nurturing Parenting* and *Thinking for a Change, Seeking Safety*
- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, Teen Health Clinic, Manchester, NH August 2010-May 2011

- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Residential Counselor, Brigids Crossing, Lowell, MA 2010-Jan 2012

- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, Court Appointed Special Advocates, Keene, NH 2008-2009, 2010

- Organized Paperwork and Mail & Resource Cabinet
 - Represented Child in Court including Monthly Visits with Child
-

Amy M. Pettengill, M.S.W LADC

Education:

Licensed Alcohol Drug Counselor (LADC)

New Hampshire License # 0957 – Expiration: 6/30/19

University of New Hampshire

Durham, NH

-Master of Social Work- 2016

College of New Rochelle

New Rochelle, NY

- Bachelor of Social Work- 2004

- Minor in Sociology

Awards:

NH Children's Trust

Unsung Hero Award- 2019

Boards and Committee Experience

* *Greater Manchester Council on Domestic and Sexual Violence*

Elected Co-Chair 2017- present

* *Manchester Family Justice Center*

Member at Large 2017- present

* *NH Human Trafficking Collaborative Task Force*

Member 2017-present

Work Experience:

Director of Crisis Services

YWCA NH, Manchester, NH (July 2015- Present)

- Supervise all Staff, Interns, Volunteers, and Americorp members

- Ensure that effective services are being provided to over 5,000 clients annually

- Manage the Emergency Domestic Violence Shelter

- Speak with media when needed

- Participate in regularly scheduled community meetings such as the Participating Member Council through NH

Coalition Against Domestic and Sexual Violence Domestic

and the Sexual Assault Response Team

- Provide Case Management and Drug and Alcohol Counseling

- Facilitate staff meetings and trainings

- Grant Writing and reporting

Program Coordinator of the Supervised Visitation and Child Exchange Center

YWCA NH, Manchester, NH (November 2013- July 2015)

- Conducted intake assessments to determine program eligibility
- Provided program staff supervision
- Monitored supervised visits and exchanges
- Maintained family files
- Provided monthly and annual statistics of families using the center

Supervisor

TCA Crossroads, Haverhill, MA (January 2012 – March 2013)

- Provided weekly staff supervision
- Ensured the safety and well-being of 9 teenaged boys
- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

Case Worker

Child and Family Services, Concord, NH (June 2011 - December 2012)

- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

Substance Abuse Counselor

Farnum Center, Manchester, NH (January 2009 – June 2011)

- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

1:1 Counselor

Dare Family Services, Newburyport, MA (May 2008 - June 2010)

- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

MSW Intern

NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)

- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings

Case Manager

Community Partners, Rochester, NH (May 2006 - May 2008)

- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

Case Manager

Our House for Girls, Dover, NH (May 2004 - May 2006)

- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President	153,900	0%	-
Stephanie Savard	COO	98,945	0%	-
Meghan Shea	VP of Clinical Services	85,000	30%	25,500
Sarah Bernier	Program Manager - IOP	71,070	100%	71,070
Amy Pettengill	Program Manager - TLP	55,000	100%	55,000



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29 E mac

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

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

June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

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

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORIAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORIAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

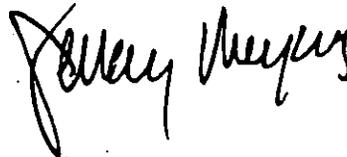
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

03-95-92-920519-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,238)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH

Vendor Code: 290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,948)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,670	\$25,670
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Eastor Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-8005

PO1062960

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/NHNH

Vendor Code: 157730-8001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,690	\$62,690
Sub-total			\$194,759	\$314,402	\$509,161

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua Council on Alcoholism

Vendor Code: 166574-8001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc Vendor Code: 175226-8001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,835	\$0	\$44,835
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,835	\$18,610	\$63,245

Hope on Haven Hill Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North County
Health Consortium

Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678	\$0	\$86,678
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,678	\$146,317	\$232,995

Phoenix Houses of
New England, Inc.

Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,647	\$120,647
2021	102-500734	Contracts for Prog Svc		\$30,182	\$30,182
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177854-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,419,880	\$1,484,845	\$2,894,103

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (88% Federal Funds, 34% General Funds FAIN T010033 CFDA 93.859)

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

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Dismas Home of NH Vendor Code:290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,819	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,819	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Civ/Famum

Vendor Code: 177204-8005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$397,829	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,083	\$1,876,432	\$2,457,515

FIT/NH/NH

Vendor Code: 157730-8001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-8003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-8001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,628
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-8001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven HD Vendor Code: 275119-8001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001 PO1062966

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,682	\$247,682
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001 PO1062965

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$64,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,651	\$53,651
Sub-total			\$162,675	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-8001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177854-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,833)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,698	\$1,698
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,287,382	\$3,283,283	\$6,640,655

Attachment A
Financial Details

05-85-92-820510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T001643 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dames Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,800	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,800	\$73,000

Easter Seats of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

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FIT/NHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 186574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,800	\$70,000	\$150,800
2020	102-500734	Contracts for Prog Svc	\$0	\$298,000	\$298,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,800	\$374,400	\$455,000

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Hope on Haven HD Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$8,000	\$8,000
Sub-total			\$114,200	\$480,800	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$438,000
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$620,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

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Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$378,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$378,800	\$635,400	\$1,015,000

West Central
Services

Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,571,198	\$3,154,798	\$6,725,912
Grand Total All			\$6,278,098	\$7,872,594	\$16,150,662

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Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PO1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	\$162,000	(\$152,000)	\$10,000	\$3,000
PO1062978	Dames Home of NH	Vendor Code: 290081-B001	\$243,400	(\$148,400)	\$131,000	\$27,000
PO1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	Vendor Code: 177204-B005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PO1063556	FITAN/NH	Vendor Code: 157730-B001	\$854,031	\$27,825	\$982,326	\$196,000
PO1062977	Grafton County	Vendor Code: 177397-B003	\$247,000	(\$43,000)	\$231,000	\$58,000
PO1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	\$1,514,899	(\$536,899)	\$401,000	\$0
PO1062979	Headrest, Inc	Vendor Code: 175226-B001	\$228,599	\$20,001	\$345,000	\$17,400
PO1063243	Hope on Haven Hill	Vendor Code: 275119-B001	\$497,041	(\$222,041)	\$400,000	\$50,000
PO1062986	North Country Health Consortium	Vendor Code: 158557-B001	\$401,606	\$183,394	\$737,000	\$97,000
PO1062985	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PO1062984	Seacoast Youth Services	Vendor Code: 203944-B001	\$73,200	\$0	\$0	\$0
PO1062989	Southeastern NH Alcohol and Drug Services	Vendor Code: 155292-B001	\$969,140	(\$226,140)	\$1,001,000	\$119,000
PO1062988	West Central Services	Vendor Code: 177654-B001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,278,098	(\$1,127,442)	\$7,924,126	\$1,075,900



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

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) and amended on December 5, 2018 (#23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,071,182.
3. Delete Exhibit A, Amendment #1, Scope of Service in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.
4. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Katja S. Fox
Katja S. Fox
Director

FIT/NHH, Inc

June 5, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on June 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ruth Syrek
Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst., Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: RUTH A. SYREK, Notary Public
My Commission Expires September 5, 2023



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

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

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Lisa M. English
Name: *Lisa M. English*
Title: *Special 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:



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

Exhibit A, Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

MB



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

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- preparations.
- 1.4.2.3.3. Long-acting injectable buprenorphine products.
 - 1.4.2.3.4. Buprenorphine implants.
 - 1.4.2.3.5. Injectable extended-release naltrexone.
 - 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
 - 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
 - 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
 - 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
 - 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
 - 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
 - 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:



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

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

2.2. Resiliency and Recovery Oriented Systems of Care

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

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

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



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2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

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



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

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule



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Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor shall complete intake screenings as follows:

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

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



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Substance Use Disorder Treatment and Recovery Support Services

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- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
- 2.5.5.2. During treatment only when determined by a Licensed Counselor.
- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
- 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;



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- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders



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



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Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

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

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.



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

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

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

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

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

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

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

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.



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- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent,



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if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus

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- resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The service is based on a theoretical perspective that has validated research.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at



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<http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.



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- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification



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- as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct



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contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis, (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.



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- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.
- 5.2.1. Any client refusing to sign the informed consent in 5.2:
- 5.2.1.1. Shall not be entered into the WITS system; and
- 5.2.1.2. Shall not receive services under this contract.
- 5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.
- 5.3. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
- 6.1.1.1. 100% of all clients at admission
- 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
- 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
- 6.1.3.1.2. Neglect;
- 6.1.3.1.3. Exploitation;
- 6.1.3.1.4. Rights violation;
- 6.1.3.1.5. Missing person;



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- 6.1.3.1.6. Medical emergency;
- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.



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- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

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

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.



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

Exhibit A, Amendment #2

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

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

8.1.2. Current Ratio:

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

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

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

8.1.3. Debt Service Coverage Ratio:

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

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

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for

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**New Hampshire Department of Health and Human Services
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the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.



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

Exhibit A, Amendment #2

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and



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

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

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

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.



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Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #2

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.



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

Exhibit B, Amendment #2

- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
- 5.7.1. Transitional Living, See Section 7 below and
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.



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Substance Use Disorder Treatment and Recovery Support Services**

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- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Transitional Living for Medicaid clients with Opioid Use Disorder (OUD).
- 6.1. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.2. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Charging the Client for Room and Board for Transitional Living Services
- 7.1. The Contractor may charge the client fees for room and board, in addition to:
- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
- 7.1.2. The charges to the Department
- 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

- 7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.



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8. Charging for Clinical Services under Transitional Living

- 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

- 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
- 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 10.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.

11. Additional Billing Information: Child Care



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Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #2

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- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
 - 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.
- 11.4. The Contractor shall seek reimbursement according to Exhibit
- 11.5. B-1 Service Fee Table.
- 11.6. 6.3.3. The Contractor shall maintain documentation of the following:
- 11.7. 6.3.3.1. WITS Client ID #;
 - 11.8. 6.3.3.2. Date of Service;
 - 11.9. 6.3.3.3. Description of service;
 - 11.10. 6.3.3.4. Associated Medicaid Code;
 - 11.11. 6.3.3.5. Charge for the service;
 - 11.12. 6.3.3.6. Client cost share for the service; and
 - 11.13. 6.3.3.7. Amount being billed to the Department for the
 - 11.14. service.
- 11.15. 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each
- 11.16. month, which identifies and requests reimbursement for authorized
- 11.17. expenses incurred for medication assisted treatment in the prior month.
- 11.18. The State shall make payment to the Contractor within thirty (30) days
- 11.19. of receipt of each invoice for Contractor services provided pursuant to
- 11.20. this Agreement. Invoices must be submitted utilizing the WITS system.

12. Sliding Fee Scale



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

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12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

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

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

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

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

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

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

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

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

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the



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contractor shall work with the Department to develop an alternative process for submitting invoices.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
18. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds
 - 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 19.2.1. Make cash payments to intended recipients of substance abuse services.
 - 19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65



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Substance Use Disorder Treatment and Recovery Support Services**

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and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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October 29, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to an existing agreement with one (1) of the thirteen (13) vendors listed below in bold, by increasing the combined price limitation to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$208,256 from \$4,706,942 to an amount not to exceed \$4,915,198 with no change in the completion date of June 30, 2019 effective upon the date of Governor and Executive Council approval. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ (Decrease)	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$240,000	\$0.00	\$240,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
FIT/NHH, Inc.	\$645,775	\$208,256	\$854,031	O: 07/28/18 Item #7
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0.00	\$247,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
Greater Nashua Council on Alcoholism	\$624,599	\$0.00	\$624,599	O: 07/28/18 Item #7
Headrest	\$147,999	\$0.00	\$147,999	O:06/20/18 Late Item G A: 07/28/18 Item #7
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0.00	\$1,118,371	O:06/20/18 Late Item G A: 07/28/18 Item #7
Hope on Haven Hill	\$278,641	\$0.00	\$278,641	O: 07/28/18 Item #7
North Country Health Consortium	\$287,406	\$0.00	\$287,406	O:06/20/18 Late Item G A: 07/28/18 Item #7

Phoenix Houses of New England, Inc.	\$232,921	\$0.00	\$232,921	O:06/20/18 Late Item G A: 07/28/18 Item #7
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A: 07/28/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0.00	\$589,540	O:06/20/18 Late Item G A: 07/28/18 Item #7
The Community Council of Nashua, N.H.	\$162,000	\$0.00	\$162,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
West Central Services, Inc.	\$59,490	\$0.00	\$59,490	O:06/20/18 Late Item G A: 07/28/18 Item #7
Total	\$4,706,942	\$208,256	\$4,915,198	

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

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is sole source because the increase to the price limitation for one (1) vendor exceeds ten (10) percent of the total contract value.

The purpose of this request is to amend an existing agreement with Families in Transition (FIT) continue providing an array of Substance Use Disorder Treatment and Recovery Support Services, statewide, to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow FIT to continue to offer established services while offering transitional living as well as an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to transitional living and recovery housing as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. Families in Transition will use these funds to ensure that individuals with Opioid Use Disorder (OUD) transitioning from treatment into the community will have access to safe, sober living environments that support their recovery and aid in the transition.

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

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

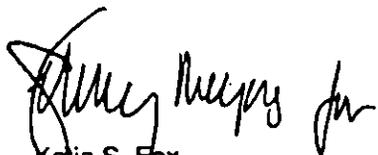
Should the Governor and Executive Council not authorize this request persons transitioning into the community may have limited access to safe sober living during this time period.

Area served: Statewide.

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

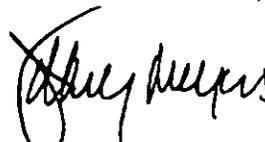
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

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

Dismas Home of NH

Vendor Code: TBD

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

Easter Seats of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-B005

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

FIT/NHNH

Vendor Code: 157730-B001

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

Grafton County

Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism

Vendor Code: 168574-B001

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

Headrest, Inc

Vendor Code: 175226-B001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

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

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

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

Seacoast Youth Services Vendor Code: 203944-8001

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

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

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$1,419,680	\$0	\$1,419,680

05-85-82-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

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

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

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

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

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

FIT/NHNN Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 168574-B001

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

Headrest, Inc Vendor Code: 175226-B001

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

Hope on Haven Hill Vendor Code: 275119-B001

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

North Country
Health Consortium Vendor Code: 158557-B001

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

Attachment A
Financial Details

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

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

Seacoast Youth
Services Vendor Code: 203944-B001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$3,287,382	\$0	\$3,287,382

03-95-92-020510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T1031685 CFDA 93.788)

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

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

Diamond Home of NH Vendor Code:TBD

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

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

FIT/NHMH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$208,256	\$208,256
Sub-total			\$0	\$208,256	\$208,256

Grafton County Vendor Code: 177397-B003

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

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

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

Headrest, Inc Vendor Code: 175226-B001

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

Hope on Haven Hill Vendor Code: 275119-B001

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

North County Health Consortium Vendor Code: 158557-B001

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

Phoenix Houses of New England, Inc. Vendor Code: 177569-B001

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

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total BOR Grant			\$0	\$208,256	\$208,256
Grand Total All			\$4,708,942	\$208,256	\$4,915,188



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

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/HNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$854,031.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #1, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

10/31/18
Date

Katja S. Fox
Katja S. Fox
Director

October 26, 2018
Date

FIT/NHNN, Inc.,
Stephanie Savard
Name: Stephanie Savard
Title: Chief Operating Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on October 26, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ruth Syrek
Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst. / Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: RUTH A. SYREK, Notary Public
My Commission Expires September 8, 2023

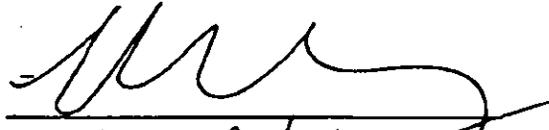


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

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

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date


Name: Megan A. Cole
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

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

1.5. Standard Compliance

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

SAS



Exhibit A, Amendment #1

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets.
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

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

Handwritten initials in black ink, appearing to be "SAP".



2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Hub;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Regional Hub to ensure that each room and board client served has a GPRA Interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

SBS



Exhibit A, Amendment #1

- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

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



Exhibit A, Amendment #1

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

2.3.1.4.1. The Contractor shall provide its men's Transitional Living Services at the State owned land and building through a facilities use agreement in accordance with Exhibit A-2.

2.3.1.4.2. The Contractor shall provide its men's Transitional Living Services through the contract completion date.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation



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passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

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

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2)

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- business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.

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- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance

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- must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
- 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of Injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:



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- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.11.3. Regional Hub(s)
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above, except those clients who refuse to consent to information sharing with the Regional Hub shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except those clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients



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first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

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

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

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of

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Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
 - 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
 - 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any

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



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- applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the

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

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- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

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- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
- 2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

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

2.10. Tobacco Free Environment

- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

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

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any



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clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at

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<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and

- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student Interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality

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

3.9.1. The contract requirements.

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

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

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

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

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

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Exhibit A, Amendment #1

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

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- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

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Exhibit A, Amendment #1

- 6.2. For transitional living payments associated with clients with OUD that are supported by funding from the SOR grant, the contractor must coordinate client data and services with the Regional Hub(s) to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The contractor must coordinate all services delivered to transitional living clients with OUD that are supported by funding from the SOR with the local Regional Hub including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Hub(s).

7. Quality Improvement

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

8. Maintenance of Fiscal Integrity

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

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- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
 - 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
 - 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
 - 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

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- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor must ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Vendor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for transitional living who will receive room and board payments have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service



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- 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
- 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).
 - 5.1. The Contractor shall:

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Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #1

- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
- 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 6 below).

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Exhibit B, Amendment #1

- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
- 6. Charging the Client for Room and Board for Transitional Living Services
 - 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 6.1.2. The charges to the Department
 - 6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below.

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

- 6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 6.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving

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



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services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. **Charging for Clinical Services under Transitional Living**
 - 7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
 - 7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
8. **Additional Billing Information: Intensive Case Management Services:**
 - 8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 8.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. **Additional Billing Information: Transportation**
 - 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
 - 9.1.1. At Department's standard per mile rate plus an hourly rate, in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
 - 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
 - 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
 - 9.3. The Contractor will invoice the Department according to Department instructions.

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services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging for Clinical Services under Transitional Living
 - 7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
 - 7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
8. Additional Billing Information: Intensive Case Management Services:
 - 8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 8.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
 - 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
 - 9.1.1. At Department's standard per mile rate plus an hourly rate, in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
 - 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
 - 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
 - 9.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B, Amendment #1

10. Charging for Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

10.1.2. At the actual cost to purchase childcare from a licensed child care provider.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Sliding Fee Scale

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

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

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

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

12. Submitting Charges for Payment

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

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

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

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Exhibit B, Amendment #1

- 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 12.1.5. Submit separate batches for each billing month.
- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs

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or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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

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

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Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

7 *max*

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

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

July 10, 2018

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

REQUESTED ACTION

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

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

Summary of contracted amounts by Vendor:

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

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

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

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

Please see attached financial details.

EXPLANATION

Action #1)

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

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

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

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

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

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

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

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

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

Action #2)

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

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

These contracts were originally competitively bid.

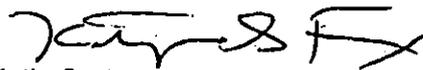
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be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

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14; and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,



Katja S. Fox
Director



Approved by: Jeffrey A. Meyers
Commissioner



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

**Substance Use Disorder Treatment And
Recovery Support Services**

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

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

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

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

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

Attachment A
Financial Details

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

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

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

Dismas Home of NH

Vendor Code:TBD

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-B005

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

FIT/MNH

Vendor Code: 157730-B001

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

Grafton County

Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism

Vendor Code: 168574-B001

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

Headrest, Inc

Vendor Code: 175226-B001

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

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

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

North Country Health Consortium Vendor Code: 158557-B001

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

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

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

Seacoast Youth Services Vendor Code: 203944-B001

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

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

West Central Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,384	\$467,166	\$1,419,560

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

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

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

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

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

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

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

FIT/NHMH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-B001

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

Headrest, Inc Vendor Code: 175226-B001

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

Hope on Have Hill Vendor Code: 275119-B001

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

North Country
Health Consortium Vendor Code: 158557-B001

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

Attachment A
Financial Details

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

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

Seacoast Youth
Services Vendor Code: 203944-B001

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

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

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

West Central
Services Vendor Code: 177654-B001

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

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

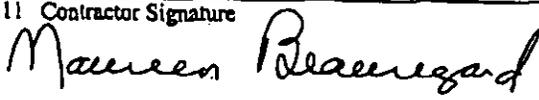
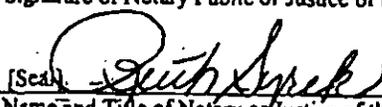
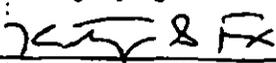
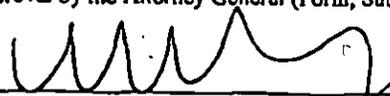
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Scope of Services

- 2.1. Covered Populations
 - 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
 - 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:



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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP), that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services; and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



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exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.4.1. The Contractor shall provide its men's Transitional Living Services at the State owned land and building through a facilities use agreement in accordance with Exhibit A-2.

2.3.1.4.2. The Contractor shall provide its men's Transitional Living Services through December 31, 2018.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.



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- 2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:
- 2.4.2.1. Intensive Case Management
- 2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.
- 2.4.2.1.2. The Contractor will provide Intensive Case Management by a:
- 2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or
- 2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or
- 2.4.2.1.2.3. Licensed Counselor
- 2.4.2.2. Transportation for Pregnant and Parenting Women:
- 2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.
- 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
- 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.



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- 2.4.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order
- 2.4.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.4.2.3. Child Care for Pregnant and Parenting Women:
 - 2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.
 - 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
 - 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.
- 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information



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- Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:



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- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
 - 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

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- 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the



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- consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either



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directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

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

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

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

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

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

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

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



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- 2.8.3.1.3. attainable (within the individual's ability to achieve)
- 2.8.3.1.4. realistic (the resources are available to the individual), and
- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

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



Exhibit A

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- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

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Exhibit A

- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely



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be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.



Exhibit A

- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
 - 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :
 - 2.9.1.1. Hepatitis C Virus (HCV)



Exhibit A

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- 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

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- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

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- 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
- 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

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- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide In-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide In-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

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- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;



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- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error;
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and



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- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

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

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
- 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments



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on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.



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- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

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- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The corrective action plan shall include:
 - 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and

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10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

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Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

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



Exhibit A-1 Operational Requirements

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



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



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



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



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



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



Exhibit A-1 Operational Requirements

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



Exhibit A-1 Operational Requirements

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



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



Exhibit A-1 Operational Requirements

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

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

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



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



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



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



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



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



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



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



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



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



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



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



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



Method and Conditions Precedent to Payment

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

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Exhibit B

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

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

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

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

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

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

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

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

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

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1; Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

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Exhibit B

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

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Exhibit B

- 6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

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

- 6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 6.4. The Contractor shall maintain records to account for the client's contribution to room and board.
7. Charging for Clinical Services under Transitional Living
- 7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
8. Additional Billing Information: Intensive Case Management Services:
- 8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
- 8.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

- 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
- 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.

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Exhibit B

11. Sliding Fee Scale

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

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

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

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

12. Submitting Charges for Payment

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

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

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

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

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

12.1.5. Submit separate batches for each billing month.



Exhibit B

- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free

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Exhibit B

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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

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

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Exhibit B-1

Service Fee Table

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

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Individual Intensive Case Management	\$16.50	15 min
Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate with additional general liability umbrella coverage of not less than \$5,000,000 each occurrence.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: FIT/NHNN, Inc.

June 7, 2018

Date


Name: Maureen Beauregard
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions, agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: FIT/NHH, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President

Exhibit E - Certification Regarding Lobbying

Contractor Initials 



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

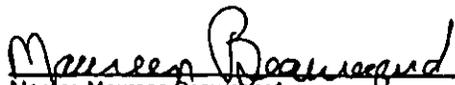
LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: FIT/NHNN, Inc.

June 7, 2018

Date


Name: Maureen Beauregard
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments; suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: FIT/NHNN, Inc.

June 7, 2018
Date


Name: Maureen Beauregard
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Workforce protections

Contractor Initials 



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: FIT/HNH, Inc.

June 7, 2018
Date



Name: Maureen Beauregard
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



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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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

MAO



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

3/2014

Contractor Initials

MB

Date 6-7-18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

MB



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/25/18
Date

FIT/NHNNH, Inc.

Name of the Contractor
Maureen Beauregard
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President
Title of Authorized Representative

June 7, 2018
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: FIT/NHNNH, Inc.

June 7, 2018

Date

Name: Maureen Beauregard

Title: President



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 800-81, 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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an Internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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**New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
 Department of Health and Human Services
 Amendment #4 to the Substance Use Disorder
 Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$680,350.

2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:

6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$524,350**.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

Katja S. Fox
Name: Katja S. Fox
Title: Director

7/26/19
Date

Headrest
Cameron J. Ford
Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 26th July 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Eric Harbeck Jr.
Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr., Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
~~State of New Hampshire~~
My Commission Expires February 1, 2022



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date

[Signature]
Name: Takhmina Rakhmanova
Title: attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466

Certificate Number : 0004502287



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, J. ANDREW DAUBENSPECK, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of HEADREST INC
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on JULY 25, 2019:
(Date)

RESOLVED: That the EXECUTIVE DIRECTOR
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26th day of JULY, 2019.
(Date Contract Signed)

4. CAMERON FORD is the duly elected EXECUTIVE DIRECTOR
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

J. Andrew Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton.

The forgoing instrument was acknowledged before me this 29th day of July, 2019.

By J. ANDREW DAUBENSPECK
(Name of Elected Officer of the Agency)

Eric Harbeck Jr.
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

Commission Expires: _____

HEADREST INC. MISSION STATEMENT

“We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay”

HEADREST, INC.
AUDITED FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2018 AND 2017

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
November 15, 2018

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

Assets	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash	\$ 11,920	\$ 54,696
Accounts Receivable	76,558	45,624
Prepaid expenses	<u>4,078</u>	<u>5,456</u>
Total current assets	<u>92,556</u>	<u>105,776</u>
Assets Limited as to Use	35,460	26,184
PROPERTY AND EQUIPMENT		
Land	19,010	19,010
Building and improvements	241,037	229,467
Furniture, fixtures and equipment	<u>146,687</u>	<u>146,687</u>
Total property and equipment	406,734	395,164
Less accumulated depreciation	<u>316,003</u>	<u>307,563</u>
	<u>90,731</u>	<u>87,601</u>
OTHER ASSETS, loan origination fee, net of Amortization 2018 and 2017	<u>627</u>	<u>754</u>
TOTAL ASSETS	<u>\$219,374</u>	<u>\$220,315</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 (continued)
 JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 3,074	\$ 6,483
Notes payable and current portion of Long-term debt	9,439	8,189
Line of Credit	60,000	-
Accrued payroll and related expenses	<u>27,015</u>	<u>33,156</u>
Total Current Liabilities	99,528	47,828
LONG-TERM DEBT, net of current portion	<u>45,589</u>	<u>55,149</u>
Total liabilities	<u>145,117</u>	<u>102,977</u>
NET ASSETS		
Unrestricted net assets	<u>74,257</u>	<u>117,338</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$219,374</u>	<u>\$ 220,315</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
 YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
REVENUE AND SUPPORT		
State contracts	\$ 255,479	\$ 283,344
Local government grants	103,017	100,684
Private foundations	130,000	35,000
United Way	6,667	10,602
Service fees	285,425	191,395
Contributions	113,526	126,707
Interest and dividend income	45	84
Total revenue and support	<u>894,159</u>	<u>747,816</u>
EXPENSES		
Program Services:		
Outpatient	540,797	468,991
CMRD	<u>219,610</u>	<u>192,731</u>
Total program services	<u>760,407</u>	<u>661,722</u>
Supporting Services:		
General and administrative	156,284	138,586
Fundraising	<u>20,549</u>	<u>16,939</u>
Total supporting service	<u>176,833</u>	<u>155,525</u>
Total expenses	<u>937,240</u>	<u>817,247</u>
Increase (Decrease) in Unrestricted Net Assets	(43,081)	(69,431)
Unrestricted Net Assets, beginning of year	<u>117,338</u>	186,769
Unrestricted Net Assets, end of year	<u>\$ 74,257</u>	<u>\$ 117,338</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$(43,081)	\$(69,431)
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	8,567	8,959
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(9,276)	24,943
(Increase) Decrease in accounts receivable	(30,934)	39,319
(Increase) Decrease in prepaid expenses	1,378	(1,627)
Increase (Decrease) in accounts payable	(3,409)	3,869
Increase (Decrease) in line of credit	60,000	-
Increase (Decrease) in accrued expenses	<u>(6,141)</u>	<u>10,702</u>
Net Cash Provided (Used) by Operating Activities	<u>(22,896)</u>	<u>16,734</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(11,570)	(1,651)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	<u>(8,310)</u>	<u>(8,871)</u>
Net Increase (Decrease) in Cash	(42,776)	6,212
Cash at Beginning of Year, unrestricted	<u>54,696</u>	<u>48,484</u>
Cash at End of Year, unrestricted	<u>\$ 11,920</u>	<u>\$ 54,696</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for:		
Interest	<u>\$ 4,483</u>	<u>\$ 3,107</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has \$74,257 and \$117,338 unrestricted net assets as of June 30, 2018 and 2017, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2018 and 2017, respectively.

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2018 and 2017.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2018 and 2017 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to \$35,460 and \$26,184 at June 30, 2018 and 2017. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty-nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

HEADREST, INC.
 NOTES TO FINANCIAL STATEMENTS
 YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more likely than not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2018.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a \$100,000 line of credit with a local bank through January 30, 2019, collateralized by all assets, with interest at Wall Street Journal prime. There were outstanding balance of \$60,000 and \$0 at June 30, 2018 or 2017.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June <u>2018</u>	June <u>2017</u>
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$1,030, secured by all assets of the organization.	\$ <u>55,028</u>	\$ <u>63,338</u>
Less current maturities	<u>9,439</u>	<u>8,189</u>
Long-term debt, less current maturity	<u>\$ 45,589</u>	<u>\$ 55,149</u>

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2019	\$ 9,439
2020	9,996
2021	10,586
2022	11,211
2023	11,873
Thereafter	<u>1,923</u>
Total	<u>\$ 55,028</u>

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2018 and 2017 were \$13,077 and \$23,092 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2018 and 2017 revenue from the contract was approximately 23% and 30%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 15, 2018, the date which the financial statements were available to be issued.

BOARD OF DIRECTORS 2018-2019

Laurie Harding, President (2005)

Harrison Drinkwater, Vice President (2014)

Andrew Daubenspeck, Secretary (2001)

John Creagh, Immediate Past President (2011)

Perry Eaton (2016)

John C. Ferney (2002)

David McGaw (2012)

Carol Olwert (2017)

Charlotte Sanborn (2001)

John Vansant (2015)

Matthew McKenney

Angie M. Raymond Leduc

Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present

Executive Director, Headrest Inc.

Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-

Founder, CEO Iron Heart Gateways to Success

Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-

Executive Director, Granite Pathways

Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD,), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*

- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

February 2004 to March 2013-

Executive Director, MY TURN Inc.

The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-

Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-

Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

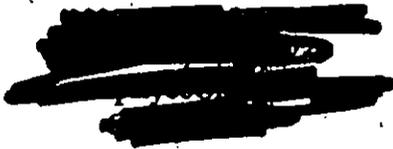
- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- Available upon request

M. KATHLEEN RUSSO BS, LADC, LCS



Substance Abuse Counseling

Clinical Director, HEADREST: Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

Independent Contractor: September 2006 to present

- **Outpatient Therapist:** RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time. January 07 to February 2011.
- **New Hampshire Technical Institute:** Adjunct Instructor, taught Group Counseling and Psychopharmacology, Spring 2007
- **Clinical Supervisor:** Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practice:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

Director of Rehabilitation Services: Harmony First, Bedford, NH, **October 2000 to September 2006**
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to complement this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

Outpatient Therapist: Birchwood Counseling, Nashua, NH **October 1998 to October 2001**
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

Clinical Supervisor: Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC – **1996-1997**
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health. Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high-risk treatment cases, provided in-service training and staff development training.

Chemical Dependency Counselor: Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October 1992- March 1996.

Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

Employee Assistance Program Counselor: Cape Fear Valley Medical Center, Fayetteville, NC
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.

Clinical Supervisor: Cape Fear Valley Treatment Center, Fayetteville, NC
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.

Coordinator: Pain Management, Inpatient Services, Cape Fear Valley Medical Center
Coordinator of services for an Inpatient Pain Management Treatment Program
Facilitated multi-family, couples and women's groups, provided individual therapy
Facilitated Aftercare and Relapse Prevention groups.

Chemical Dependency Counselor: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI 1988-1992

Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy.

Provided case management services for military personnel and their family members while in treatment

Member of treatment planning team for inpatient and outpatient, U.S. Army Drug and Alcohol program

Coordinated development and conducted psycho/social assessments in clinical setting

Caseworker Supervisor: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK 1986-1988

Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines.

Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

Program Development and Management

- ◆ Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- ◆ Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- ◆ Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- ◆ Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- ◆ Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC -1994-1996
- ◆ Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- ◆ Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- ◆ Designed and implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK - February 1992- June 1992
- ◆ Designed and implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- ◆ Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft Sill, OK 1986-1988

Education

- ◆ B.S., Social Science Education: Plymouth State College, 1983
- ◆ 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- ◆ U.S. Army Alcohol and Drug Rehabilitation Training, Ft Sam Houston, TX: Individual course 14-days; Group Course, 14 -days; Advance Counseling Course, 7 days
- ◆ 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

Certification

- ❖ New Hampshire, LADC #0445
- ❖ New Hampshire LCS #045
- ❖ Certified US. Department of Transportation Substance Abuse Professional, Current
- ❖ US Army, Health Services Command, 1989
- ❖ Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- ❖ North Carolina Certified Substance Abuse Counselor #1096 - 1998

Professional Associations

NAADAC . 1986- present
NHADACA Secretary 2002-2004
NH Providers Association - Current
NHADACA- Current
Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current
Co-Chair of Integrated SUD /1115 Wavler-current

Lara Kristen Quillia

Education

Hartford High School (HHS), Hartford, Vermont

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and

Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH)

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI)

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals.

Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH

8/2016 – Present

Residential Case Manager – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table – Hanover, NH

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cameron Ford	Executive Director	\$75,000	15%	\$11,250
Kathleen Russo	Clinical Director	\$72,000	25%	\$18,000
Eric Harbeck	Assistant Director	\$50,000	15%	\$7,500
Lara Quillia	Residential Coordinator	\$49,000	80%	\$39,200
				\$75,950



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

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 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

03-93-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH

Vendor Code: 290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,670	\$25,670
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/NH/NH

Vendor Code: 157730-B001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$82,890	\$82,890
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-B003 PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc Vendor Code: 175226-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678	\$0	\$86,678
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,678	\$146,317	\$232,995

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,847	\$120,847
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177634-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,848)	\$7,096
Total Gov. Comm			\$1,419,640	\$1,464,845	\$2,884,105

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCONHOL SVCS, CLINICAL SERVICES (88% Federal Funds, 34% General Funds FAIN T1010033 CFDA 93.859)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$8,791	\$8,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Dismas Home of NH Vendor Code:290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,619	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
C/F/Annun

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$397,829	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,083	\$1,676,432	\$2,457,515

FIT/HHNH

Vendor Code: 157730-B001

PO1063558

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,828
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven H21 Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,882	\$247,882
2021	102-500734	Contracts for Prog Svc		\$81,801	\$81,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,805	\$214,805
2021	102-500734	Contracts for Prog Svc		\$53,851	\$53,851
Sub-total			\$162,875	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,833)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,898	\$1,898
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,297,382	\$3,265,282	\$6,640,663

Attachment A
Financial Details

05-83-92-820310-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H797R081685 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH
Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum
Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

Attachment A
Financial Details

FIT/NHNNH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177387-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 186574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc. Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,600	\$70,000	\$150,600
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,600	\$374,400	\$455,000

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Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$500,000

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$8,000	\$8,000
Sub-total			\$114,200	\$480,800	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$436,000
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$629,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

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Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$379,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$379,800	\$635,400	\$1,015,000

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,571,158	\$3,194,756	\$8,725,912
Grand Total All			\$8,278,098	\$7,672,694	\$16,150,682

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Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	\$182,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismas Home of NH	Vendor Code: 290061-B001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	Vendor Code: 177204-B005	\$2,210,171	\$89,829	\$2,587,800	\$402,000
PQ1063556	FIT/NHMH	Vendor Code: 157730-B001	\$854,031	\$27,825	\$993,326	\$196,000
PQ1062977	Grafton County	Vendor Code: 177397-B003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	\$1,514,899	(\$536,899)	\$401,000	\$0
PQ1062979	Headrest, Inc	Vendor Code: 175226-B001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	Vendor Code: 275119-B001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North County Health Consortium	Vendor Code: 158557-B001	\$401,806	\$183,394	\$737,000	\$97,000
PQ1062965	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	\$817,521	(\$62,521)	\$1,067,000	\$104,000
PQ1062984	Seacoast Youth Services	Vendor Code: 203944-B001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	Vendor Code: 155292-B001	\$969,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062988	West Central Services	Vendor Code: 177654-B001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,278,068	(\$1,127,442)	\$7,924,128	\$1,075,900



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and
Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$611,000.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19

Date

Katja S. Fox

Katja S. Fox
Director

Headrest

6/3/19

Date

Cameron J. Ford

Name: Cameron J. Ford
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 6/3/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Eric C. Harbeck Jr.

Signature of Notary Public or Justice of the Peace

Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022





New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special 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:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

- 1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

- 1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

- 1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

- 1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets.

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3

preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:

Headrest

Exhibit A, Amendment #3

Contractor Initials

CJF

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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

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2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

Headrest

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Contractor Initials CJF

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**New Hampshire Department of Health and Human Services
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Exhibit A, Amendment #3

- 2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
- 2.5.2. The Contractor shall complete intake screenings as follows:
- 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 2.5.5.2. During treatment only when determined by a Licensed Counselor.



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- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;



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- 2.5.8.1.3.2. Recovery support services as needed by the client;
- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.



New Hampshire Department of Health and Human Services
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- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor shall provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor shall report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

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- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. Specific, clearly defining what shall be done.
- 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
- 2.8.3.1.3. Attainable, within the individual's ability to achieve.
- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:



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- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
- 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,

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- including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or



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- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or



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2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.



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- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of



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- Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.



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- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality.
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.



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4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4, shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:



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- 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau



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- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRM) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and



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Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.



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- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

Headrest

Exhibit A, Amendment #3

Contractor Initials C.J.F.

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Date 6/3/19



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
 - 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

Headrest

Exhibit A, Amendment #3

Contractor Initials CJF

RFA-2019-BDAS-01-SUBST-05-A03

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Date 6/3/19



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the recurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.



New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
- 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
- 6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
 - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$455,000.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3
 - 6.3.5. Amount being billed to the Department for the service
 - 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
 - 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
 - 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
- 7. Charging the Client for Room and Board for Low Intensity Residential Services
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A



New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

14. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 15.2.1. Make cash payments to intended recipients of substance abuse services.
 - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

NOV 21 '18 PM 2:26 DAS
STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-1964
www.dhhs.nh.gov

23 max

November 14, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$3,362,900 from \$4,915,198 to an amount not to exceed \$8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$240,000	\$3,400	\$243,400	O:06/20/18 Late Item G A: 07/27/18 Item #7
FIT/NHNH, Inc.	\$854,031	\$0.00	\$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0.00	\$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$624,599	\$890,300	\$1,514,899	O: 07/27/18 Item #7
Headrest	\$147,999	\$80,600	\$228,599	O:06/20/18 Late Item G A: 07/27/18 Item #7
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$1,091,800	\$2,210,171	O:06/20/18 Late Item G A: 07/27/18 Item

Hope on Haven Hill	\$278,641	\$218,400	\$497,041	#7 O: 07/27/18 Item #7
North Country Health Consortium	\$287,406	\$114,200	\$401,606	O:06/20/18 Late Item G A: 07/27/18 Item #7
Phoenix Houses of New England, Inc.	\$232,921	\$584,600	\$817,521	O:06/20/18 Late Item G A: 07/27/18 Item #7
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$379,600	\$969,140	O:06/20/18 Late Item G A: 07/27/18 Item #7
The Community Council of Nashua, N.H.	\$162,000	\$0.00	\$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	\$0.00	\$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	\$4,915,198	\$3,362,900	\$8,278,098	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T1081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is sole source because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover \$100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

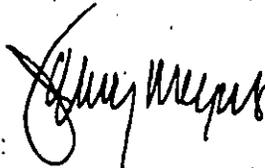
Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	\$0	\$48,857
Sub-total			\$48,857	\$0	\$48,857

Olmas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ct/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

FIT/MNH

Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
Sub-total			\$194,759	\$0	\$194,759

Grafton County

Vendor Code: 177387-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
Sub-total			\$188,372	\$0	\$188,372

Headrest, Inc

Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	\$0	\$84,035
Sub-total			\$84,035	\$0	\$84,035

North Country Health Consortium Vendor Code: 156557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$1,419,560	\$0	\$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Community Council of Nashua-Grafton Nashua Comm Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBO

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,819	\$0	\$167,819
Sub-total			\$167,819	\$0	\$167,819

Ester Seals of NH
Manchester
Alcoholism Rehab
Clt/Famum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$0	\$781,083
Sub-total			\$781,083	\$0	\$781,083

FIT/MHMH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$0	\$451,016
Sub-total			\$451,016	\$0	\$451,016

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	\$0	\$172,508
Sub-total			\$172,508	\$0	\$172,508

Greater Nashua
Council on
Alcoholism Vendor Code: 186574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$0	\$436,227
Sub-total			\$436,227	\$0	\$436,227

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	\$0	\$103,364
Sub-total			\$103,364	\$0	\$103,364

Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	\$0	\$194,606
Sub-total			\$194,606	\$0	\$194,606

North Country
Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$0	\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$1,287,382	\$0	\$1,287,382

05-95-82-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAJN H79T1081885 CFDA.93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$3,400	\$3,400
Sub-total			\$0	\$3,400	\$3,400

Easter Seats of NH
Manchester
Alcoholism Rehab
Ctr/Farmum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
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2019	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
Sub-total			\$0	\$1,091,800	\$1,091,800

FT/NHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
Sub-total			\$208,256	\$0	\$208,256

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 168574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$890,300	\$890,300
Sub-total			\$0	\$890,300	\$890,300

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$80,600	\$80,600
Sub-total			\$0	\$80,600	\$80,600

Hope on Haven HOU Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$218,400	\$218,400
Sub-total			\$0	\$218,400	\$218,400

North Country Health Consortium Vendor Code: 158537-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$114,200	\$114,200
Sub-total			\$0	\$114,200	\$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177569-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$584,600	\$584,600
Sub-total			\$0	\$584,600	\$584,600

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$379,800	\$379,800
Sub-total			\$0	\$379,800	\$379,800

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$208,258	\$3,382,900	\$3,571,158
Grand Total All			\$4,815,188	\$3,382,900	\$8,278,098

Grand Total by Vendor					
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	154112-8001	\$162,000	\$0	\$162,000
0	Dismas Home of NH	Vendor Code:TBD	\$240,000	\$3,400	\$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Famum	177204-8005	\$1,118,371	\$1,091,800	\$2,210,171
0	FIT/NHMH	157730-8001	\$854,031	\$0	\$854,031
0	Grafton County	177397-8003	\$247,000	\$0	\$247,000
0	Greater Nashua Council on Alcoholism	168574-8001	\$624,599	\$890,300	\$1,514,899
0	Headrest, Inc	175226-8001	\$147,899	\$80,600	\$228,599
0	Hope on Haven Hill	275119-8001	\$278,641	\$218,400	\$497,041
0	North Country Health Consortium	158557-8001	\$287,406	\$114,200	\$401,606
0	Phoenix Houses of New England, Inc.	177589-8001	\$232,921	\$584,600	\$817,521
0	Seacoast Youth Services	203944-8001	\$73,200	\$0	\$73,200
0	Southeastern NH Alcohol and Drug Services	155292-8001	\$589,540	\$379,800	\$969,140
0	West Central Services	177654-8001	\$59,490	\$0	\$59,490
	Total		\$4,815,188	\$3,382,900	\$8,278,098



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$228,599.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

[Signature]
Katja S. Fox
Director

Contractor Name

11/14/18
Date

[Signature]
Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 11/14/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR, Notary Public
State of New Hampshire
My Commission Expires February 1, 2022





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2019
Date

Nancy J. Smith
Name: Nancy J. Smith
Title: Sec. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

- 1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.
- 1.5.2. State Opioid Response (SOR) Grant Standards
 - 1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:
 - 1.5.2.3.1. Methadone.
 - 1.5.2.3.2. Buprenorphine products, including:
 - 1.5.2.3.2.1. Single-entity buprenorphine products.



Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care



Exhibit A, Amendment #2

-
- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services;
 - 2.2.2.4.2. Referring any client receiving room & board payment to the Hub;
 - 2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:



Exhibit A, Amendment #2

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- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
 - 2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.4. Reserved
 - 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:



Exhibit A, Amendment #2

- 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.2. Complete an Initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.4 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.



Exhibit A, Amendment #2

- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing



Exhibit A, Amendment #2

- services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.



Exhibit A, Amendment #2

- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists



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- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.
 - 2.8. Service Delivery Activities and Requirements
 - 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
 - 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and



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provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients



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- functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.



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- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed-care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.



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- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
 - 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of



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- care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:



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- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Treatment Tools that include:
 - 2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.



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- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:



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- 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
- 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;



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- 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.



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- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.



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- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;

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- 6.1.3.1.6. Medical emergency;
- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and



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- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
 - 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less



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depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.



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- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor must ensure that 100% of clients in residential level of care 3.1 covered by room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.



Exhibit A, Amendment #2

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential service level of care 3.1 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A, Amendment #2

-
- 10.2. The Contractor shall ensure the corrective action plan shall include:
- 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959)
 - 2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788); and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.



Exhibit B, Amendment #2

- 3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2, Service Fee Table.
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
- 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the Insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
- 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).



Exhibit B, Amendment #2

- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 7 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1; Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer, would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care 3.1.
 - 6.2. The Contractor shall maintain documentation of the following:
 - 6.2.1. Medicaid ID of the Client;



Exhibit B, Amendment #2

- 6.2.2. WITS ID of the Client (if applicable)
- 6.2.3. Period for which room and board payments cover;
- 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3
- 6.2.5. Amount being billed to the Department for the service
- 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.
- 7. Charging the Client for Room and Board for Low-Intensity Residential Treatment
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77



Exhibit B, Amendment #2

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 8. Sliding Fee Scale
 - 8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.
 - 8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 9. Submitting Charges for Payment
 - 9.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:
 - 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 9.1.5. Submit separate batches for each billing month.



Exhibit B, Amendment #2

- 9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep detailed records of their activities related to Department funded programs and services.
12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



Exhibit B, Amendment #2

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1, Amendment #2

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1	Clinical Evaluation	\$275.00	Per evaluation
1.2	Individual Outpatient	\$22.00	15 min
1.3	Group Outpatient	\$6.60	15 min
1.4	Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
1.5	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day



Jeffrey A. Meyers
Commissioner

Kathy S. Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
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www.dbhs.nh.gov

July 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHMH, Inc.	\$0	\$645,775	\$645,775
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,598	\$624,598
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR COMMISSION FUNDS (100% Other Funds)**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)**

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNN, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua, Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

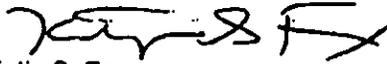
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

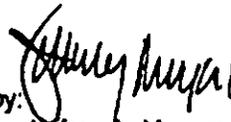
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	270	North Country
2. <u>Dimas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FITTINGHILL, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	280	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>HeadStart</u>	440	283	Upper Valley
10. <u>Hope on Haven HHD Inc.</u>	440	304	Stratford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	323	North Country
13. <u>North Country Health Consortium</u>	440	295	Carroll County
14. <u>Phoenix Houses of New England, Inc.</u>	440	361	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Stratford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	379	Stratford
19. <u>West Central Services, Inc.</u>	440	231	Greater Bowden
20. <u>White Horse Addiction Center, Inc.</u>	440	135**	Carroll County

Reviewer Names

1. James Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Jane Lane, Program Specialist II, BHS
3. Shawn Blatory, Prog Specialist IV, Child Ethl Health
4. Paul Kerran, Clinical Svcs Supt, Drug & Alcohol Svcs
5. Abby Shockley, Sr Policy Analyst, Substance Use Sv. Observer only

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-65-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	\$0	\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dismas Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Eastor Seals of NH
Manchester
Alcoholism Rehab
Crr/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

FTM/NDH

Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,759	\$194,759
Sub-total			\$0	\$194,759	\$194,759

Grafton County

Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$188,372	\$188,372
Sub-total			\$0	\$188,372	\$188,372

Headrest, Inc

Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275110-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$84,035	\$84,035
Sub-total			\$0	\$84,035	\$84,035

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177569-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth Services Vendor Code: 200944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$467,165	\$1,419,559

03-05-02-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (90% Federal Funds, 20% General Funds FAIN T010035 CFDA 93.859)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Danias Home of NH Vendor Code: TBO

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	\$0	\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
CurFamum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$761,063	\$0	\$761,063
Sub-total			\$761,063	\$0	\$761,063

FTT/NDHQ1 Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$451,016	\$451,016
Sub-total			\$0	\$451,016	\$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,506	\$0	\$172,506
Sub-total			\$172,506	\$0	\$172,506

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$436,227	\$436,227
Sub-total			\$0	\$436,227	\$436,227

Headrest, Inc Vendor Code: 176226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	\$0	\$103,364
Sub-total			\$103,364	\$0	\$103,364

Hope on Hope Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,606	\$194,606
Sub-total			\$0	\$194,606	\$194,606

North Country
Health Consortium Vendor Code: 156557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$0	\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,295,633	\$1,081,849	\$3,287,382
Grand Total All			\$3,127,927	\$1,549,011	\$4,709,942



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including; but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Headrest

6/27/18
Date

[Signature]
Name: CAMERON J FORD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 27th June 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above

[Signature]
Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

[Signature]

Name: *Rebecca W. Ross*

Title: *Sr. Assist. Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-371-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 18, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,989
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,408
Phoenix Houses of New England, Inc.	\$232,821
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY18	\$3,157,927

Funds to support this request are available in State Fiscal Year 2018 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2694 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2018 there were 465 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

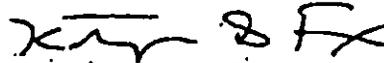
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

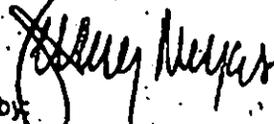
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katie S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Services Admin, BDAS
2. Julie Leno, Program Specialist III,
BDAS
3. Shawn Sperry, Prog Specialist IV,
Child Beh Health
4. Paul Kremen, Clinical Svcs
Specs, Drug & Alcohol Svcs
Abuse Recovery, B7 Policy Analyst
5. Subotic, Use Inv, Observer only

Bidder Name	Maximal Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	232	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	328	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	128	Capital
5. FITTINGH, Inc.	440	160	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	210	Greater Nashua
8. H&O Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	204	Stratford County
11. Greater Nashua Council on Alcoholism	440	184	Greater Nashua
12. North Country Health Consortium	440	225	North Country
13. North Country Health Consortium	440	295	Carroll County
14. Phoenix Houses of New England, Inc.	440	221	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	220	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	221	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	130**	Carroll County

*H&O Educational Systems: Application was disqualified as non-responsive.

**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-03-02-02010-3382000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 184112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dumas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Essier Beate of NH
Manchester
Alcoholism Rehab
Center

Vendor Code: 177204-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headrest, Inc

Vendor Code: 176326-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$44,835		\$44,835
Sub-total			\$44,835	\$0	\$44,835

North Country
Health Consortium

Vendor Code: 158587-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$88,878		\$88,878
Sub-total			\$88,878	\$0	\$88,878

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-800734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-800734	Contracts for Prog Svc	\$22,078		\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH
Alcohol and Drug
Services Vendor Code: 188292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-800734	Contracts for Prog Svc	\$177,789		\$177,789
Sub-total			\$177,789	\$0	\$177,789

West Central
Services Vendor Code: 177884-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-800734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$352,994	\$0	\$352,994

03-03-03-020910-33841040 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.839)

Community Council
of Nashua-Or
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2018	102-800734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Diverse Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$167,819		\$167,819
Sub-total			\$167,819	\$0	\$167,819

Eastern Seals of NH
Manchester
Alcoholism Rehab
Cm-Forum

Vendor Code: 177204-8008

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County

Vendor Code: 177257-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$172,608		\$172,608
Sub-total			\$172,608	\$0	\$172,608

Hazardet, Inc

Vendor Code: 175228-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$103,364		\$103,364
Sub-total			\$103,364	\$0	\$103,364

North County
Health Consortium

Vendor Code: 168557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177629-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seasonal Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 165282-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,203,633	\$0	\$2,203,633
Grand Total All			\$3,167,927	\$0	\$3,167,927

Subject: Substance Use Disorder Treatment and Recovery Support Services (REA-2019-BDAS-01-SUBST-03)

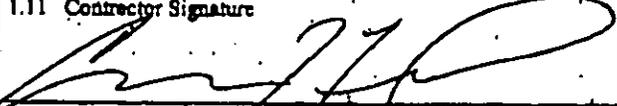
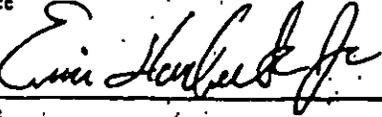
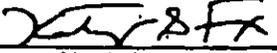
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872 x102	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$147,999
1.9 Contracting Officer for State Agency E. Marla Reinerman, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CAMERON J. FAZIO, EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of New Hampshire, County of Grafton On ¹⁸ June 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace ERIC C. HARBECK JR., Notary Public State of New Hampshire (Seal) My Commission Expires February 1, 2022 			
1.13.2 Name and Title of Notary or Justice of the Peace Eric Harbeck Jr, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director Date: 6/7/18	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement (immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or add in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

Headrest

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Exhibit A

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Contractor Initials CJE

Date 6/4/14



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.6. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.6.4 below.

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an Initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated, as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.4 within two (2) days of the initial Intake Screening in Section 2.6.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department, when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A

- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;



Exhibit A

- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders.
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:



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- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.6.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

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2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and



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- 2.8.3.1.5. Timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the client's functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part

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- 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2 Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3 Medication assisted treatment provider.
- 2.8.4.1.4 Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5 Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6 Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7 Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as

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applicable and allowable with consent provided pursuant to 42 CFR Part 2.

- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively



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- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

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- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Assess clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco

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cessation counselors available through the
QuitLine; and

- 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.6. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.



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3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1 and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA16-4171> and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

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- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases

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(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.



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6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission.
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
 - 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.6. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
 - 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;



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- 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits

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- 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder, Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

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- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening.
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria Identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment.

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Exhibit A

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- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
- 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator, and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 - 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.8. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions; Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-e, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



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- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number; and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



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- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 - 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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- 13.8.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights.
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



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- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



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- 19.1.17. The right to freedom from restraint including the right to be free from seduction and physical, mechanical or pharmacological restraint.
 - 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
 - 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
 - 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian; the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



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- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.8. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



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- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



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- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 80% of capacity, the program notifies the state that 80% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request, and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.16. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 22.4.23.2. Secure from patients or clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.859); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.

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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Low-Intensity Residential Treatment
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale



Exhibit B

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

CIF
 Date *11/1/18*



Exhibit B

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- 7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
8. Submitting Charges for Payment
- 8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
- 8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 8.1.5. Submit separate batches for each billing month.
- 8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
10. Funds in this contract may not be used to replace funding for a program already funded from another source.
11. The Contractor will keep detailed records of their activities related to Department funded programs and services.



Exhibit B

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.
 - 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1981 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-85 and 42 CFR Part 54 and Part 54a, 45 CFR Part 86, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the

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Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day, only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State by order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retrospective Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ejp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis.

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS on annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Whenever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CJF
Date 4/4/11



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds effected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.6 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-8505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to every grant officer on whose grant actively the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

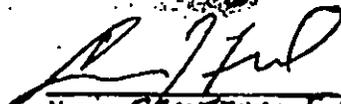
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: HEARST INC.

6/4/18
Date


Name: CAMERON J. TORRES
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

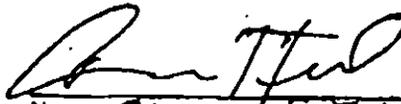
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: HEADREST INC.

6/4/18
Date


Name: CAMERON S. FORD
Title: EXECUTIVE DIRECTOR



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, OHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

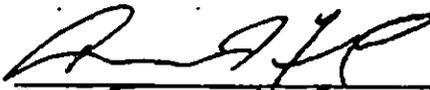
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: HEADTEST INC.

6/4/18
Date


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1861, 1863, 1865-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13556, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

EXHIBIT G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CSJF

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: HEADREST INC.

6/4/18
Date


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials CJF
Consistency of Compliance with requirements pertaining to Federal Manufacturing Small, Equal Treatment of Person-Based Organizations and Whistleblower protections

02/14
Rev. 10/2/14

Page 2 of 2

Date 6/4/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: HEADPOST INC

6/4/18
Date

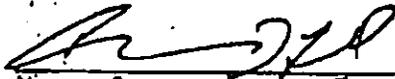

Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996; Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials DSF

Date 6/4/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(8) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials *CTC*

Date 6/4/18



Exhibit I

- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I; the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

HEADREST INC
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Katia S Fox
Name of Authorized Representative

Cameron J. Fard
Name of Authorized Representative

Director
Title of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/7/18
Date

6/4/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

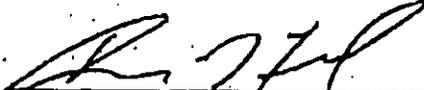
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: HEADTEST INC

Date: 4/4/18


Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End-User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
8. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements



- e. Limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and Individually Identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



6. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$775,500.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:
 - 6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$553,500.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

Katja S. Fox
Name: Katja S. Fox
Title: Director

Hope on Haven Hill Inc.

7/29/2019
Date

Keeyle Worton
Name:
Title: Interim Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on 7/29/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Elaine J. Lempke
Signature of Notary Public or Justice of the Peace

Elaine J. Lempke
Name and Title of Notary or Justice of the Peace

ELAINE J. LEMPKE, Notary Public
My Commission Expires September 7, 2021;

My Commission Expires: _____



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date

[Signature]
Name: Yakhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0004523513



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sarah Landres, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Hope on Haven Hill.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on July 29, 2019.
(Date)

RESOLVED: That the Interim Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29 day of July, 2019.
(Date Contract Signed)

4. Kerry Norton is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sarah Landres
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 29th day of July, 2019.

By Sarah Landres.
(Name of Elected Officer of the Agency)

Elaine J. Lempke
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ELAINE J. LEMPKE, Notary Public
My Commission Expires September 7, 2021;
Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

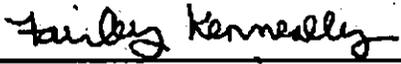
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (803) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (803) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867	INSURER A: Markel	
	INSURER B: Wesco Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HUP2419-03	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			HUA2420-03	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HUU2421-03	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3426009	08/02/2019	08/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER New Hampshire DHHS 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Mission Statement

To provide treatment and recovery support for pregnant and postpartum women with substance use disorder so that they can become healthy, nurturing and confident mothers and members of their community.



HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2018

HOPE ON HAVEN HILL, INC.
AUDIT OF FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2018

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INDEPENDENT AUDITORS' REPORT

*"Trusted Advisors for
over 50 years!"*

March 29, 2019

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Cummings, Lamont & McNamee, PLLC

**Certified Public Accountants
Portsmouth, New Hampshire**

CERTIFIED PUBLIC ACCOUNTANTS

2 Storer Street
P.O. Box 328
Kennebunk, Maine 04043-0328
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Raymond L. Bald, CPA, CFE
Cindy K. Edwards, MBA
Wanda J. Ring, CPA
Melanie Bunker, CPA
Michelle Goldsmith, MST, CPA

Member:
American Institute of CPAs

Licensed in Maine, New Hampshire
and Massachusetts

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2018

ASSETS

CURRENT ASSETS

Cash	\$ 740,294
Medical billing receivable	55,613
Prepaid expenses	<u>642</u>
Total Current Assets	<u>796,549</u>

PROPERTY AND EQUIPMENT

Building	221,727
Land	39,128
Equipment	3,000
Furniture and fixtures	10,284
Vehicles	29,683
Leasehold improvements	<u>200,935</u>
	504,757
Less Accumulated depreciation	<u>15,660</u>
Total Property and Equipment, Net	<u>489,097</u>

OTHER ASSETS

Deposits	<u>6,600</u>
Total Other Assets	<u>6,600</u>
Total Assets	<u>\$ 1,292,246</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION

JUNE 30, 2018

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 10,631
Line of credit	28,999
Accrued expenses	62,954
Current portion of long-term debt	<u>30,951</u>
Total Current Liabilities	<u>133,535</u>

LONG-TERM LIABILITIES

Note payable, net of current portion	<u>118,860</u>
Total Long-Term Liabilities	<u>118,860</u>

Total Liabilities	<u>252,395</u>
-------------------	----------------

NET ASSETS

Unrestricted net assets	834,351
Temporarily restricted net assets	<u>205,500</u>
Total Net Assets	<u>1,039,851</u>
Total Liabilities and Net Assets	<u>\$ 1,292,246</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2018

	Unrestricted	Temporarily Restricted	Total
SUPPORT AND REVENUE			
Donations	\$ 503,919	\$ 185,500	\$ 689,419
Grants	563,873	25,000	588,873
Insurance reimbursement revenue	497,220	-	497,220
Fundraising	56,972	-	56,972
Food stamp reimbursement	5,249	-	5,249
Other income	2,919	-	2,919
Interest income	241	-	241
Net assets released from restrictions	5,000	(5,000)	-
Total Revenue and Other Support	1,635,393	205,500	1,840,893
EXPENSES			
Program Services	870,066	-	870,066
Supporting Services:			
Management and general	175,930	-	175,930
Fundraising	139,106	-	139,106
Total Supporting Services	315,036	-	315,036
Total Expenses	1,185,102	-	1,185,102
Changes in Net Assets	450,291	205,500	655,791
NET ASSETS, Beginning of Year, as restated	384,060	-	384,060
NET ASSETS, End of Year	\$ 834,351	\$ 205,500	\$ 1,039,851

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2018

	Program Services	Management and General	Fundraising	Total
Salaries and wages	\$ 569,834	\$ 76,701	\$ 55,183	\$ 701,718
Professional fees	27,456	50,761	38,901	117,118
Payroll taxes	50,214	6,206	-	56,420
Employee benefits	42,459	5,248	-	47,707
Direct services	47,013	-	-	47,013
Fundraising	-	-	41,529	41,529
Rent	26,987	10,560	-	37,547
Repair and maintenance	20,744	1,638	-	22,382
Utilities	14,338	1,033	-	15,371
Advertising	12,583	-	2,221	14,804
Insurance	8,187	4,217	-	12,404
Travel	10,837	1,339	-	12,176
Office expense	7,469	3,847	-	11,316
Depreciation	10,934	-	-	10,934
Telephone and internet	7,016	448	-	7,464
Dues and subscriptions	3,839	1,978	-	5,817
Payroll service charges	-	5,409	-	5,409
Equipment rental	2,993	1,542	-	4,535
Taxes	3,617	447	-	4,064
Meals and entertainment	1,935	894	-	2,829
Bank service charges	1,056	909	-	1,965
Interest expense	387	1,460	-	1,847
Memberships and affiliations	-	1,293	-	1,293
Licenses and permits	-	-	1,272	1,272
Registrations	121	-	-	121
Outpatient	47	-	-	47
	<u>\$ 870,066</u>	<u>\$ 175,930</u>	<u>\$ 139,106</u>	<u>\$ 1,185,102</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:	
Change in net assets	\$ 655,791
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:	
Depreciation	10,934
Changes in assets and liabilities that used (provided) cash:	
Medical billing receivable	39,120
Grant receivable	48,568
Prepaid expenses	817
Deposits	(2,800)
Accounts payable	4,764
Accrued expenses	<u>31,794</u>
Net cash provided by (used in) operating activities	<u>788,988</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of property and equipment	<u>(121,685)</u>
Net cash provided by (used in) investing activities	<u>(121,685)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Net proceeds (repayments) on line of credit	4,000
Payments on long-term debt	<u>(7,689)</u>
Net cash provided by (used in) financing activities	<u>(3,689)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	663,614
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>76,680</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 740,294</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Interest expense	<u>\$ 1,847</u>
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There was no cash paid during 2018 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

Purchase of property and equipment financed with long-term debt	<u>\$ 157,500</u>
---	-------------------

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2018

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.5 substance abuse treatment facility serving homeless, pregnant and newly parenting mothers. The Organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advance in education and life coaching to support families in their recovery from addiction.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation - Financial statement presentation follows the recommendation of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards, *Financial Statements of Not-for-Profit Organizations*. Under this standard, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization's net assets and its revenues and expenses are classified as temporarily restricted and unrestricted based on the existence or absence of donor-imposed restrictions. These classifications are defined as follows:

- Unrestricted net assets are not restricted by donors, or the donor-imposed restrictions have expired.
- Temporarily restricted net assets contain donor-imposed restrictions that permit the Organization to use or expend the donated assets as specified and are satisfied either by the passage of time or by actions of the Organization.
- Permanently restricted net assets include accumulated donations which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with those restrictions imposed by the donor. There are no permanently restricted net assets as of June 30, 2018.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the year ended June 30, 2018, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2018

Note 1 - Summary of Significant Accounting Policies (continued)

Grants and Medical Billing Receivable - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to accounts receivable. There was no allowance for doubtful accounts as of June 30, 2018. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight line method over the estimated useful lives of the related assets, which is 5 to 30 years. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Temporarily restricted contributions which are both received and released within the same year are recorded as an increase in temporarily restricted net assets and net assets released from restrictions. A portion of the contributions received by the Organization are temporarily restricted for a specified geographic area. It is the Organization's policy to use such funds for the specified purpose as soon as practical and prudent.

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. Advertising expense totaled \$14,804 in 2018

Note 2 - Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of \$24,999. In July 2017 the amount was increased to \$50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 6.50% at June 30, 2018. The line is secured by all personal property of the Organization. Interest expense paid on the line was \$1,460 for the year ended June 30, 2018.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2018

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30, 2018:

Terms	Security	
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of \$2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	\$ <u>149,811</u>
Total Debt		149,811
Less: current portion		<u>30,951</u>
		\$ <u>118,860</u>

Interest expense under this debt agreement amounted to \$387 for the years ended June 30, 2018.

Future minimum principal payments under the agreement are as follows at June 30,:

2019	\$ 30,951
2020	31,262
2021	31,576
2022	31,893
2023	<u>24,129</u>
	\$ <u>149,811</u>

Note 4 - Temporarily Restricted Net Assets

Temporarily restricted net assets consist of the following at June 30, 2018:

Purchase of rehab location	\$ <u>205,500</u>
----------------------------	-------------------

Net assets were released from donor restrictions by incurring expenses satisfying the purpose or time restrictions specified by donors as follows during the year ending June 30, 2018:

Purchase of rehab location	\$ <u>5,000</u>
----------------------------	-----------------

Note 5 - Related Party

During the year ended June 30, 2018 the Organization leased a residential home from a former executive director. The term of the lease was for twenty years with a base rent of \$2,200 per month increasing 2.5% every five years. The lease included an option to purchase the property which the Organization exercised in April 2018. Total rent paid under this lease prior to exercising the purchase option was \$19,800.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2018

Note 6 - Leases

In March 2017 the Organization entered into a two year lease for office space under the terms of an operating lease. The lease ends in February 2019. The lease calls for monthly payments of \$1,600. Total rent paid under this lease was \$17,600 for the year ended June 30, 2018. Lease payments due through June 30, 2019 are \$12,800. The lease was not renewed and the Organization became a tenant-at-will in March 2019.

Note 7 - Retirement Plan

The Organization adopted a voluntary 401(k) plan for employees. All full-time employees are eligible to participate in the plan. The Organization did not make any matching contributions for the year ended June 30, 2018.

Note 8 - Concentration of Credit Risk

The Organization derived approximately 26% of its operating revenue and support from a government agency.

Note 9 - Commitment

In August 2018 the Organization purchased a rehab location for \$280,000. The rehab location was purchased with temporarily restricted funds and unrestricted funds. There is no debt on the property.

Note 10 - Prior Period Adjustment

As a result of internal review the Organization determined that medical billing receivable had not been entered for the year ended June 30, 2017. The effect of the restatement on the change in unrestricted net assets and financial position as of and for the year ended June 30, 2017 are as follows:

	As previously Reported	Restated
Medical billing receivables	\$ -	\$ 94,733
Insurance reimbursement revenue	\$ -	\$ 94,733
Unrestricted net assets	\$ 289,327	\$ 384,060

Note 11 - Subsequent Events

Subsequent events have been evaluated by management through March 29, 2019 which is the date the financial statements were available to be issued. There were no subsequent events, other than those disclosed in note 6, that were material to the financial statements at March 29, 2019.

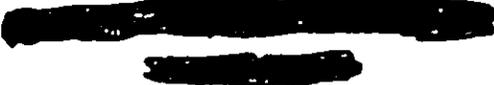


Board of Directors

As of May 17, 2019

<p>Sarah Landres, Esq. – Chair Public Defender Program 603-275-0265 Sarah.landres@gmail.com Term ending: 12/2020</p>	<p>Michael Murphy, -Treasurer Murphy, Powers & Wilson, P.C. 603-926-8063 michael@mpandwcpa.com Term ending: 12/2020</p>
<p>Joseph Hannon, MD 603-292-5852 Joehannon4nh@gmail.com Term ending: 12/2020</p>	<p>Kathleen Routhier, RN – Secretary Wentworth Douglas Hospital 603-767-4855 rdrouthier@gmail.com Term ending: 12/2020</p>
<p>Jillian Mulrooney 508-269-5706 Jillmulrooney33@hotmail.com Term ending: 10/2021</p>	<p>Colin Walker Ameriprise Financial Services 603-767-2992 Colin.walker@ampf.com Term ending: 02/2021</p>
<p>Nicolas Couturier Red Post Realty 603-817-3876 nick@rprnh.com Term ending: 02/2022</p>	<p>Patte-Anne Ardizzoni Southern NH Services 781-983-0259 patteardizzoni@aol.com Term ending: 02/2022</p>
<p>Christine List Orr & Reno, PA 857-753-8827 Clist127@gmail.com Term ending: 02/2022</p>	

Kerrylee Norton, RN


Knorton@hopeonhavenhill.org

Work Experience

Dates Employed

7/1/15-Present

Operations Director/Founder

Hope on Haven Hill, Rochester NH

Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

11/2008-11/13/2015

RN

Garrison Women's Health Center, Dover NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB Intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010

RN, CPSN

Atlantic Plastic Surgical Center, Portsmouth NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008

Maternal Child Health RN/Resource Nurse

Portsmouth Regional Hospital, Portsmouth NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005

Pediatric Nurse

Portsmouth Pediatric Associates, Portsmouth NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.

1/2002-1/2005

Triage Nurse and Childbirth Educator

Harbour Women's Health, Portsmouth NH

Triage all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/1993-5/1995

Triage Nurse

York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994

Substitute School Nurse

SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all-School. Elementary, Middle School and High School.

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.

References upon request

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

Education

- M.S. Walden University, 2016
Human Services (Public Policy, Analysis and Planning)
- M.S. Wilmington University, 2013
Community Counseling
Advisor: Doris Lauckner, PsyD.
- B.S. Wilmington University, 2005
Psychology

Experience

Adult ACT Clinician

October 2016-Present

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

SAPR Support Specialist

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)

Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

~~200 Parangate Rd, South P...
TEL: 602-969-2680 EMAIL: beth.oddell@...com~~

Domestic Violence Advocate/DV Liaison
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS

August 2011-July 2013

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern
Aquila of DE, Inc., Georgetown, DE
Site Supervisor: April Lathbury, LCSW, CCDP-D
Faculty Supervisor: Mary Vaughn, Psy.D.
Group Supervisor: Doris Lauckner, Psy.D.

May 2012-April 2013

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

Case Manager
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS

August 2010-August 2011

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator
Sodat DE, Inc., Wilmington, DE

October 2009-August 2010

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

Beth O'Dell, MS, LCMHC, NCC, 200-RYT
22 Farmgate Rd, South Berwick, ME 03908
TEL: 603-969-2589 EMAIL: betty810@gmail.com

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

Training

200-hour Yoga Teacher Training February 2018
Yoga Life Institute NH, Exeter NH

DBT Skills Training for Borderline Personality Disorder April 2017
Mental Health Center of Greater Manchester

National Certified Counselor August 2013-August 2023
National Board for Certified Counselors

Danger Assessment Certification September 2011
Danger Assessment Training Program; John Hopkins School of Nursing

Carey Johnson



Objective

My goal is to obtain a position where I can use my strong interpersonal skills, ability to multitask, my attention to detail, a positive attitude, and the opportunity to contribute.

Experience

11/06/2017 - Present

Hope on Haven Hill

Somersworth, NH

Finance & Organizational Director

- Ensuring time sheets are recorded properly and appropriate payroll processes followed.
- Oversee, review, and adhere to the budgets
- Monitor cash flow, accounts, and other financial transactions
- Create and maintain relationships with service providers and contractors, including banking institutions and accountants
- Update and implement financial policies and procedures
- Developing and administering human resources plans and procedures that relate to company personnel.
- Maintains employee benefits programs and informs employees of benefits by studying and assessing benefit needs and trends; recommending benefit programs to management; directing the processing of benefit claims; obtaining and evaluating benefit contract bids; awarding benefit contracts; designing and conducting educational programs on benefit programs.
- Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements; conducting investigations; maintaining records; representing the organization .
- Maintains historical human resource records by designing a filing and retrieval system; keeping past and current records.

10/06/2015 – 10/31/2017

NH Providers Association

Concord, NH

Billing & Credentialing Specialist

- Completes provider credentialing and re-credentialing applications; monitors applications and follows-up as needed.
- Enters information necessary for insurance claims such as patient, insurance ID, diagnosis and treatment codes and modifiers, and provider information. Insures claim information is complete and accurate.
- Submits insurance claims to clearinghouse or individual insurance companies electronically or via paper CMS-1500 form.
- Follows up with insurance company on unpaid or rejected claims. Resolves issue and re-submits claims.
- Follows HIPAA guidelines in handling patient information.
- Understands managed care authorizations and limits to coverage such as the number of visits.
- May have to verify patient benefits eligibility and coverage.
- Ability to look up ICD diagnosis and CPT treatment codes from online service or using traditional coding references.
- Prepare, process and track all billable invoices to clients monthly.

05/20/2015 – 10/01/2015

Pinewood Healthcare/Pain Care

Somersworth, NH

Medical Billing Specialist

- Post transactions to journals, ledgers and other records.
- Communication with vendors regarding payments verbally, electronic, and written.
- Receives cash payments and applies credit to customer accounts.
- Communicating with customers by making collection calls and following up on payments.
- Follows established procedures for processing receipts and cash, sorts and files documents after posting.
- Prepare bank deposits, oversee accounts receivable recordkeeping, ensure cash receipts, claims, or unpaid invoices are accounted for properly.

01/22/07 - 06/30/13

Garrison City Early Childhood Center

Dover, NH

Lead Level Kindergarten/Pre-K Teacher

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Excellent knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.
- Proficiency at talking to others to convey information effectively.
- Expertise at selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things in accordance with the State of NH Curriculum Frameworks.
- In-depth ability to monitor/assess performance of self and other individuals to make improvements or take corrective action.
- Great ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Creating materials to communicate with parents and children on a weekly, monthly and quarterly basis.

Knowledge and Skills

- Proficiency in numeric keypad and alpha keypad with excellent data entry skills.
- Proficiency in operating office equipment of all kinds.
- Fast learner with the ability to learn and use new applications and programs
- Proficiency in Centricity and other clearinghouse programs.
- Proficiency in Microsoft applications, including Word, Excel, PowerPoint and Outlook
- Strong multitasking, accessing multiple data bases and sites at the same time.
- Good communication and customer service skills and able to communicate with all levels of the organization, and external customers.
- Ability to work under deadlines and time restraints.
- Ability to read, to interpret, and to carry out oral and written instructions, and to write legibly in English.
- Ability to plan, to organize, and to prioritize work independently, with team or with supervisory feedback.
- An understanding of compliance with HIPAA privacy requirements and confidentiality of information.

MICHELLE CHUTE

OCCUPATIONAL EXPERIENCE

Counselor, LADC

Nov 2018-Present

Groups Recover Together

Conduct intake assessments to evaluate the individual's appropriateness for the program and collaboratively develop the member's treatment plan. Lead group therapy on a daily basis; make discharge decisions in coordination with the team, conduct regular pill counts and other anti-diversion measures. Keep individualized documentation on Groups custom EMR, currently eCW to record the member's progress. Assist member with individual support as needed, such as referrals to other resources, crisis intervention and collaborating with outside parties involved in the member's treatment. Collaborate within a team of administrators, physicians, office coordinators and other counselors to ensure that members have the support and accountability they need to succeed in an evidence-based treatment program.

Clinician, LADC

May 2017-Nov 2018

Rockingham County Drug Court

Complete initial screen and assessments to determine if participant meets criteria for Drug Court. Obtain prior and clinical stay reviews with insurances for level of care. Assess participants for appropriate level of care and work collaboratively with them to develop their treatment plan. Develop classroom curriculum, along with following the Matrix Model and teach psychoeducation in IOP as well as OP classes. Collaborate with outside facilities to make sure participants are following through with obligations and obtaining the medications they need to maintain sobriety and mental health wellness. Meet individually with participants to engage in therapeutic conversation in regards to skills/tools/knowledge they learned in groups, any outside barriers and drug screens that may come back with a positive outcome. Work closely with probation and the court to discuss participants' progress or lack of during the previous week and advocate for their current needs.

Social Worker/Care Coordinator

December 2015-May 2017

Families First Seacoast

Assist patients with coordination of referrals, obtaining resources such as; insurance, Medicaid, connect with financial assistance through, hospitals, and outside community resources, assist with organization of transportation to and from medical appointments, with completion of paperwork for housing, Social Security, and obtaining vouchers for prescriptions. Work with the MAT Program (Medicated Assistant Treatment Program) for patients struggling with substance use. Initiate collateral contacts to obtain information and verification required to complete determinations of initial and ongoing program eligibility. Help patients learn to advocate in a positive way for themselves, connect with groups, out-patient programs, obtain transportation, research childcare options and assist in keeping to their treatment plans to reach their goals.

Employment Specialist III

July 2015-November 2015

Maine Medical Centers Vocational Services

Advocate for competitive employment opportunities; for 18-30 yr. olds diagnosed with mental illness as well as co-existing diagnoses. Collaborate with Psychiatrist, Therapist, Case Managers and Employers

MICHELLE CHUTE

to provide the best fit for the client to maintain meaningful employment. Assist with cover letter/resume writing, mock interviews, and skill development. Coordinate benefits counseling and vocational/training needs. Collect and enter data into ETO.

Clinical Case Worker

June 2012 – July 2015

Maine Behavioral Healthcare, (Counseling Services Inc.)

Coordinated a comprehensive intake assessment to determine eligibility for case management. Provided professional supportive counseling and case management services to clients who are affected by severe and prolonged mental illness and/or substance abuse addiction. Implemented consistent care with individual service plan (ISP)/Treatment Plan, which was created with client. Completed all required paperwork, record keeping requirements of third party payers, and clinical chart reviews. Provided home based services, client advocacy, maintenance of basic living needs, assessment of benefits and linkage of services. Assisted with resume building, complete job applications, develop and practice job skills, practice mock interviews and help them obtain necessary vocational/training skills.

Instructional Aide/Para Professional

July 2007 – June 2012

Exeter High School

Maintained control of a classroom and followed the teachers' sub plans. Supported students in the classroom in one-on-one situations. Modified students' tests, scribed, took notes, helped with organizational skills, implement behavior strategies, guided social building skills, recorded grades and assisted with administering reading/language test. Supported students with obtaining job skills in the community and job developed to help student find gainful employment. Acted as a liaison to maintained clear, concise feedback to the team and employers.

Transition Counselor

October 2005 – Sept 2006

Seacoast Learning Collaborative

Advocated and assisted young adults' with intellectual disabilities transition from High School to the occupational careers. Primary responsibility to help individuals work independently and productively in society; taught them activities of daily living (ADL) skills, sanitary issues when working with food, how to follow instructions from their employers, interact with co-workers, develop independence in order to take public transportation, and build social skills.

Case Manager

March 1991 – July 1993

Strafford Guidance Center

Taught ADL to adults diagnosed with Schizophrenia. Responsible for recording clients' achievements/setbacks in monthly progress reports. Assisted with clients' integration into society to enhance their independence. Supervised and distributed prescribed medication.

EDUCATIONAL EXPERIENCE

Bachelor of Science: Rehabilitation Counseling, Alcohol and Drug; Minor: Psychology December 1987
University of Maine at Farmington

CERTIFICATES

LADC (Licensed Alcohol and Drug Counselor, NH), ORAS Certified (Ohio Risk Assessment System), EPICS (Effective Practices in Community Supervision, Substance Abuse Tx for Women, Understanding MAT for Recovery Support, Criminal Thinking and Anti-Social Logic, ACRE Certified (Supported Competitive Employment for Individuals with Mental Illness, Nationally Certified), CANS (Children & Adolescent Needs & Strengths Certified), MHRT-C (Mental Health Rehab Tech certified), Certified LOCUS Rater, CPI (Certified Crisis Prevention Intervention)

PROFESSIONAL AFFILIATIONS

MICHELLE CHUTE

President of Brentwood Garden Club for five years, previously, Vice President-six months. Member of The Friends of the Mary Bartlett Library for eight years. Special Olympic Coach for four years.

FAITHANNE BLUE

HOUSE MANAGER

CRSW

OBJECTIVE

Obtain a position at a substance use disorder treatment facility. I have working knowledge of the Twelve Steps of Alcoholics Anonymous and am looking forward to giving back to the community of woman and offer support as they did for me.

EMPLOYMENT

Hope on Haven Hill | 10/2016-Present | House Manager

Overseeing client and staff schedules. Ensuring programming and schedule is adhering to state and program guidelines. One on one direct support for staff. In charge of training new hires.

The Channel Company | 10/2014-12/2015 | Senior Business Development Representative

Lead generation and appointment setting. Training new hires and overseeing the floor.

Ecoast Sales Solutions | 10/2012-03/2013 | Business Development Representative

Lead Generation. Outbound calling. Following up with prospects on specialty campaigns.

KVP Cleaning | 01/2004-10/2014 | Manager

Cleaning commercial and residential properties. Forming schedules. Forming new business.

SKILLS

- Excellent verbal/nonverbal communication
- Strong leadership and training skills
- Knowledge of SUD and treatment practices
- Nurturing Parenting Facilitator
- Goal Oriented
- Strong work ethic
- Skilled in active listening
- Skilled in Motivational Interviewing
- Reliable and responsible

EDUCATION

Portsmouth High School
2004-2007

High School Diploma

Received highest honors 1-4

Granite State College

Bachelor's in psychology
and Human Services

Class of 2021

Certified Recovery Support
Worker

Certified from 6/14/18-
6/30/2020

REFERENCES AVAILABLE AMONG REQUEST

CONTACT

FAITHPEDELOSE

@GMAIL.COM

603-422-3940

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerrylee Norton	Acting Executive Director	\$70,850		
Beth O'Dell	Clinical Director	\$65,000		
Carey Johnson	Finance & Organizational Director	\$60,000		
Michelle Chute	LADC	\$55,000		
Faith Blue	Program Manager	\$42,000		



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29 E mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

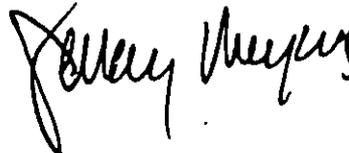
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-95-02-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH

Vendor Code: 290081-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,670	\$25,670
2021	102-500734	Contracts for Prog Svc		\$8,417	\$8,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH

Manchester

Alcoholism Rehab

Ctr/Farmum

Vendor Code: 177204-8005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/NHNH

Vendor Code: 157730-8001

PO1063558

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,890	\$62,890
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua Council on Alcoholism

Vendor Code: 168574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven HR Vendor Code: 275119-B001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,878	\$0	\$86,878
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,878	\$146,317	\$232,995

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,647	\$120,647
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177854-8001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,418,680	\$1,464,845	\$2,884,195

05-85-92-020510-33840000 HEALTH AND SOCIAL SERVICES: HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (88% Federal Funds, 34% General Funds FAJN T1010035 CFDA 93.859)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$8,791	\$8,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Dismas Home of NH Vendor Code:290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,819	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,819	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Civ/Famum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$397,829	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$258,032	\$258,032
Sub-total			\$781,083	\$1,678,432	\$2,457,515

FIT/MNH

Vendor Code: 157730-B001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$158,879	\$158,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$438,227	\$401	\$438,828
2020	102-500734	Contracts for Prog Svc		\$138,505	\$138,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$438,227	\$138,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven HD Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001

PO1062966

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,882	\$247,882
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,851	\$53,851
Sub-total			\$162,675	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062964

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177654-B001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,633)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,696	\$1,696
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,287,382	\$3,255,282	\$5,640,685

Attachment A
Financial Details

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T081685 CFDA 93.788)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health
Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH
Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Easter Seals of NH
Manchester
Alcoholism Rehab
Crr/Farnum
Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

Attachment A
Financial Details

FIT/MHNN Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 186574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,800	\$70,000	\$150,800
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,800	\$374,400	\$455,000

Attachment A
Financial Details

Hope on Haven Hlt Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North County Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$8,000	\$8,000
Sub-total			\$114,200	\$480,800	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$436,200
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$627,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$378,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$378,800	\$635,400	\$1,015,000

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,571,198	\$3,154,798	\$8,725,912
Grand Total All			\$8,278,096	\$7,872,694	\$18,150,682

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	154112-B001	\$192,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismas Home of NH	290081-B001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	177204-B005	\$2,210,171	\$89,829	\$2,587,800	\$402,000
PQ1063556	FIT/HHNH	157730-B001	\$654,031	\$27,825	\$993,328	\$196,000
PQ1062977	Grafton County	177397-B003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	166574-B001	\$1,514,899	(\$538,899)	\$401,000	\$0
PQ1062979	Headrest, Inc	175226-B001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	275119-B001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North Country Health Consortium	158557-B001	\$401,606	\$183,394	\$737,000	\$97,000
PQ1062985	Phoenix Houses of New England, Inc.	177589-B001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PQ1062984	Seacoast Youth Services	203944-B001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	155292-B001	\$968,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062988	West Central Services	177654-B001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,276,098	(\$1,127,442)	\$7,924,126	\$1,075,800



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) and amended on December 5, 2018 (#23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$725,000.
3. Delete Exhibit A, Amendment #1, Scope of Service in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.
4. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Katja S. Fox
Katja S. Fox
Director

Hope on Haven Hill Inc.

6/5/2019
Date

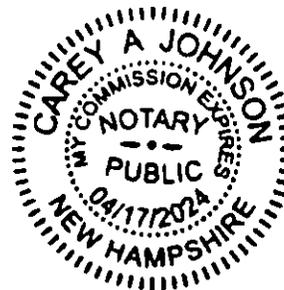
Keraylee Dorton
Name: Keraylee Dorton
Title: Interim Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Stratford on 6-5-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Carey A. Johnson
Signature of Notary Public or Justice of the Peace

Carey Johnson, Finance.org Director
Name and Title of Notary or Justice of the Peace



My Commission Expires: 4-17-2024



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/19
Date

Lisa M. English
Name: *Lisa M. English*
Title: *Special 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:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets.

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

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preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:

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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

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2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum



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length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.



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- 2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:
- 2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.
- 2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:
- 2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.
- 2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
- 2.4.2.3. Child Care for Parenting Clients:
- 2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.
- 2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.
- 2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as



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but not limited to New Hampshire Administrative
Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

- 2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
- 2.5.2. The Contractor shall complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

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- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
- 2.5.5.2. During treatment only when determined by a Licensed Counselor.
- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
- 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
- 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
- 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and



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- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
 - 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
 - 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the

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Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs



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- 2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
 - 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
 - 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
 - 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. Specific, clearly defining what shall be done.
 - 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
 - 2.8.3.1.3. Attainable, within the individual's ability to achieve.



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- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate

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- referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at



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the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
 - 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed



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a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program



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(TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

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- 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;



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- 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.



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3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission



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- 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;

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- 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
- 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
- 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

Hope on Haven Hill Inc.

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- 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

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8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service



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- 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

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Exhibit B, Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
 - 3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

Hope on Haven Hill Inc.

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3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

Hope on Haven Hill Inc.

Exhibit B, Amendment #2

Vendor Initials *HW*

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Date *6/5/19*



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- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
 - 5.7.1. Transitional Living, See Section 7 below and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.
 - 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

[Handwritten Signature]
Date 6/5/19



New Hampshire Department of Health and Human Services
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- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
- 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$503,000.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3
 - 6.3.5. Amount being billed to the Department for the service
- 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services
- 7.1. The Contractor may charge the client fees for room and board, in addition to:
- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
 - 7.1.2. The charges to the Department
- 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A

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New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #2

If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

Vendor Initials: HO
 Date: 6/5/19



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- 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.
11. Additional Billing Information: Child Care
- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.
12. Sliding Fee Scale
- 12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.
- 12.2. The Contractor shall adhere to the sliding fee scale as follows:



New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services

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Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.



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Substance Use Disorder Treatment and Recovery Support Services**

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- 13.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for residential services.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
18. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds
- 19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 19.2.1. Make cash payments to intended recipients of substance abuse services.
- 19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 9901x-65)

Hope on Haven Hill Inc.

Exhibit B, Amendment #2

Vendor Initials

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Date

HO
6/5/19



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and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Hope on Haven Hill Inc.

Exhibit B, Amendment #2

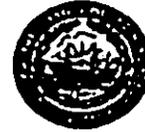
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Vendor Initials

Date

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6/5/19



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services 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 1.8, Price Limitation, to read:
\$497,041.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #1, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment.
6. Delete Exhibit B-1, Service Fee Table and replace with Exhibit B-1, Amendment #1, Service Fee Table.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

Katja S. Fox
Katja S. Fox
Director

11/19/18
Date

Contractor Name Hope on Haven Hill
Sharon Drake
Name: Sharon Drake
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Stafford, on 11/19/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kelly Skubisz
Signature of Notary Public or Justice of the Peace

Kelly Skubisz LNA/HUC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-20-22





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/18
Date

[Signature]
Name: Michael A. York
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.



Exhibit A, Amendment #1

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care



Exhibit A, Amendment #1

-
- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services;
 - 2.2.2.4.2. Referring any client receiving room & board payment to the Hub;
 - 2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:



Exhibit A, Amendment #1

- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential



Exhibit A, Amendment #1

substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

- 2.3.1.6. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A, Amendment #1

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and



Exhibit A, Amendment #1

- Recovery Support Services. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.
 - 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.
 - 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 (except for Section 2.3.1.4 Transitional Living) within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
 - 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
 - 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
 - 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.4.2. During treatment only when determined by a Licensed Counselor.
 - 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

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- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.



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- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF).



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- 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4



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- 2.6.3. The Contractor will report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. Assistance with Enrolling in Insurance Programs
- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
 - 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services



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provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
 - 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
 - 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.



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- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in



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- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families, (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the



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- patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,



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- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>



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- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Treatment Tools that include:
 - 2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.



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- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver



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- any clinical or recovery support services within their scope of practice.
- 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section B.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
- 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
- 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at



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<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and

- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality



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- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
- 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.



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5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.



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- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.



7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
- 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.



Exhibit A, Amendment #1

- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.



Exhibit A, Amendment #1

- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor must ensure that 100% of clients covered by enhanced room and board payments for residential level of care 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.5 who will be covered by enhanced room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.



Exhibit A, Amendment #1

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit A, Amendment #1

- 10.2.3. The specific steps and time line for implementing the actions above;
- 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
- 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #1 Service Fee Table, unless otherwise stated.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #1

- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #1, Service Fee Table, except for Childcare (See Section 10 below).
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #1. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #1, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #1, Section 11 Sliding Fee Scale for the client's applicable income level.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #1

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #1, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #1, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #1 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Enhanced Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care level 3.5.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care 3.5.
 - 6.2. The Contractor shall maintain documentation of the following:
 - 6.2.1. Medicaid ID of the Client;
 - 6.2.2. WITS ID of the Client (if applicable)
 - 6.2.3. Period for which room and board payments cover;
 - 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.2



Exhibit B, Amendment #1

6.2.5. Amount being billed to the Department for the service

- 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of current diagnoses of Opioid Use Disorder.
- 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living Services

- 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #1 using the sliding fee scale
 - 7.1.2. The charges to the Department
- 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

Hope on Haven Hill Inc.

Exhibit B, Amendment #1

Vendor Initials

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Date

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New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #1

- 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 8.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
9. Additional Billing Information: Intensive Case Management Services:
 - 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
10. Additional Billing Information: Transportation
 - 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
 - 10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1, Amendment #1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
 - 10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
 - 10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
 - 10.3. The Contractor will invoice the Department according to Department instructions.
11. Charging for Child Care



Exhibit B, Amendment #1

- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
 - 11.1.1. At the hourly rate in Exhibit B-1, Amendment #1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
 - 11.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

- 12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #1, Section 5 above.
- 12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

- 13.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #1 Service Fee Table. The Contractor shall:
 - 13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

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 Date 11/19/18

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #1

- 13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 13.1.5. Submit separate batches for each billing month.
- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor will keep detailed records of their activities related to Department funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human



Exhibit B, Amendment #1

Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1, Amendment #1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	\$75.00	Per day
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.7.	High-Intensity Residential Adult, on Medicaid with OUD: Enhanced Room and Board	\$100.00	Per day
1.8.	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	\$75.00	Per day
1.9.	High-Intensity Residential for Pregnant and Parenting Women on Medicaid with OUD: Enhanced Room and Board	\$100	Per day
1.10.	High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1, Amendment #1

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.11.	Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
1.12.	Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
1.13.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.14.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15.	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.16.	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17.	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

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 4/19/18



Jeffrey A. Meyers
Comptroller

Kathy & Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
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July 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2018. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FT/NHNN, Inc.	\$0	\$845,775	\$845,775
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

**05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR COMMISSION FUNDS (100% Other Funds)**

**05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)**

Please see attached financial details.

EXPLANATION,

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNN, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing Interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at Intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

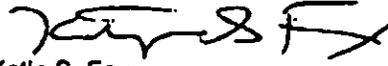
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

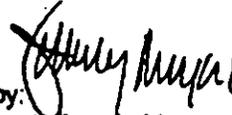
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.18% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAB-01-SUBST
RFA Number

Reviewer Names

1. Jane Powers, Clinical & Recovery
Svcs Adm'n II, BDAS
2. Jobe Lane, Program Specialist II,
BHS
3. Shawn Bailey, Prog Specialist IV,
Child Svcs Health
4. Paul Korman, Clinical Svcs
Spcst, Drug & Alcohol Svcs
5. Abby Knodley, Sr Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	448	278	North Country
2. <u>Dumas Home of New Hampshire, Inc.</u>	448	282	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	338	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	328	Capital
5. <u>FTT/DNDH, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	290	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	230	Greater Nashua
8. <u>Main Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headstart</u>	440	283	Upper Valley
10. <u>Hope on Haven Hill Inc.</u>	440	304	Stratford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	394	Greater Nashua
12. <u>North Country Health Consortium</u>	440	325	North Country
13. <u>North Country Health Consortium</u>	440	295	Carroll County
14. <u>Phoenix Houses of New England, Inc.</u>	440	381	Monadnock
15. <u>Seacoast Youth Services</u>	440	215	Seacoast
16. <u>Seacoast Youth Services</u>	440	215	Stratford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Stratford
19. <u>West Central Services, Inc.</u>	440	231	Greater Bedford
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carroll County

*Main Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-65-82-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, 1015: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health
Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,657	\$0	\$48,657
Sub-total			\$48,657	\$0	\$48,657

Clamas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Eastor Seals of NH
Manchester
Alcoholism Rehab
Cuffernum
Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

FTT/ANHN Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$0	\$194,759	\$194,759
Sub-total			\$0	\$194,759	\$194,759

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism
Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$168,372	\$168,372
Sub-total			\$0	\$168,372	\$168,372

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-900734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven HUD Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$0	\$84,035	\$84,035
Sub-total			\$0	\$84,035	\$84,035

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$467,165	\$1,419,559

03-65-02-020510-33340000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAJN TD10035 CFDA 93.939)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Diames Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	\$0	\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farmum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$0	\$781,083
Sub-total			\$781,083	\$0	\$781,083

FTT/0001 Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$451,018	\$451,018
Sub-total			\$0	\$451,018	\$451,018

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	\$0	\$172,508
Sub-total			\$172,508	\$0	\$172,508

Greater Nashua
Council on
Alcoholism Vendor Code: 168574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$436,227	\$436,227
Sub-total			\$0	\$436,227	\$436,227

Hoodrest, Inc Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	\$0	\$103,364
Sub-total			\$103,364	\$0	\$103,364

Hope on Hope Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,606	\$194,606
Sub-total			\$0	\$194,606	\$194,606

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-06)

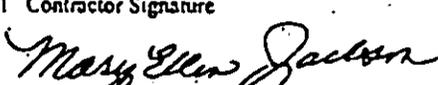
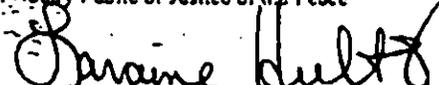
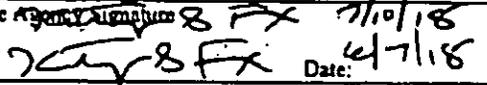
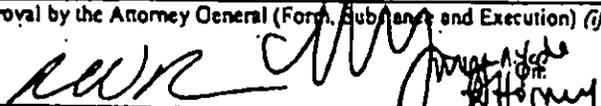
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hope on Haven Hill Inc.		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-841-5353	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$278,641
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Ellen Jackson INDIUM EXECUTIVE DIRECTOR	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Stafford</u> On <u>June 4, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Laraine Hults Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substantive and Execution) (if applicable) By:  On: <u>7/9/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable)			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services:

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must

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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

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exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

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2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation

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passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with

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- an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 (except for Section 2.3.1.4 Transitional Living) within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3



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above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the

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Contractor agency or an alternative provider.
Interim services shall include:

- 2.5.8.1.3.1. At least one 60 minute Individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
 - 2.5.8.3. Individuals with a history of injection drug use including the provision of Interim services within 14 days.
 - 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
 - 2.5.8.5. Individuals with Opioid Use Disorders.
 - 2.5.8.6. Veterans with substance use disorders
 - 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
 - 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
 - 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
 - 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole

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- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4.
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.



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2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program; with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM



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(2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.



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- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment

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setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued



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treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or



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- discharge from treatment, is therefore indicated;
or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
 - 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
 - 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
 - 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
 - 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
 - 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
 - 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

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2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

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- 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1... and evidence based practices, at a minimum.

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- 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 - 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
 - 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
 - 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
 - 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
 - 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for



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handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;



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- 5.2.2. State employees have access to all information that is entered into the WITS system;
- 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter,
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;

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- 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau

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- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement-

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:



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8.1.1. Days of Cash on Hand:

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.



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- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved;
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in/no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The corrective action plan shall include:

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- 10.2.1. The action(s) that will be taken to correct each deficiency;
- 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
- 10.2.3. The specific steps and time line for implementing the actions above;
- 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
- 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(ies) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. **Duties and Responsibilities of All Contractors.**
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



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- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
- 4.22.8. Secure storage of staff medications;
- 4.22.9. A client medication policy;
- 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
- 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
- 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
- 4.22.13. Procedures related to quality assurance and quality improvement.
- 5. Collection of Fees.
 - 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
- 6. Client Screening and Denial of Services.
 - 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to *Mycobacterium tuberculosis* through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and Independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

Hope on Haven Hill, Inc.

Exhibit A-1

Contractor Initials: MSJ



Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
- 11.1. A client shall be discharged from a program for the following reasons:
- 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
- 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
- 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
- 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
- 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
- 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of Information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



Exhibit A-1 Operational Requirements

- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 - 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



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- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
- 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
- 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
- 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
- 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
- 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
- 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
- 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
- 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
- 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
- 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
- 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a Contractor's service if the client:
- 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
- 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
- 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
- 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
- 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (In Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human-subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services.
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department.

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

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Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Charging the Client for Room and Board for Transitional Living Services
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 6.1.2. The charges to the Department



Exhibit B

- 6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 6.4. The Contractor shall maintain records to account for the client's contribution to room and board.
7. Charging for Clinical Services under Transitional Living
- 7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
8. Additional Billing Information: Intensive Case Management Services:
- 8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
- 8.2. The Department will not pay for intensive case management provided to a client prior to admission.



Exhibit B

- 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
9. Additional Billing Information: Transportation
- 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.
- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department instructions.



Exhibit B

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.



Exhibit B

- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free

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Exhibit B

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

- 17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$8.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	\$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day
Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour

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 6.4.18

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider.
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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 6.4.18



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a date file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

[Handwritten Signature]
Date 6.4.19

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

Date



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

[Handwritten Signature]

6-4-18

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
6.4.18



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT:**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]

12.4.18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691); and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]
Date *10.4.18*

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

June 4 2018
Date

Contractor Name:

Marcy Ellen Jackson
Name: Marcy Ellen Jackson
Title: IT/HR Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jane 4 2018
Date

Contractor Name:

Mary Ellen Jackson
Name: *MARY ELLEN JACKSON*
Title: *Token Executive Director*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Juan 4 2018
Date

Mary Ellen Jackson
Name: *MARY ELLEN JACKSON*
Title: *Interim Ex. Director*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials

[Handwritten Signature]

Date

6-4-18

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for CMI Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

June 4 2018
Date

Contractor Name: *Mary Ellen Jackson*
Name: *Mary Ellen Jackson*
Title: *Interim Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

MJ
Date *6-4-18*



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

[Signature]
Date
June 4 2018

Contractor Name:
[Signature]
Name: *[Signature]*
Title: *IT Unit Executive Director*

Contractor Initials: *[Signature]*
Date: 6-4-18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

[Handwritten Signature]
6.4.18



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

[Handwritten Signature]
6.4.16



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

[Handwritten Signature]
6.4.18



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

3/2014

Contractor Initials

Date

[Handwritten Signature]
6-4-16



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.

[Handwritten Signature]
6.4.18



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

Hope on Haven Hill
Name of the Contractor

Macy Ellen Jackson
Signature of Authorized Representative

Macy Ellen Jackson
Name of Authorized Representative

Interim Executive Director
Title of Authorized Representative

June 4, 2018
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

June 4 2018
Date

Contractor Name:
Mary Ellen Jackson
Name:
MARY ELLEN JACKSON
Title:
Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 080088208
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Mary Ellen Jackson</u>	Amount: <u>72,000</u>
Name: <u>Johanna Stewart</u>	Amount: <u>72,000</u>
Name: <u>Lucy Meyer</u>	Amount: <u>62,000</u>
Name: <u>Lisa Gaudin</u>	Amount: <u>55,000</u>
Name: <u>Kerry Martin</u>	Amount: <u>68,000</u>

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6.4.18

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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Date 6/4/18

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Handwritten Signature]
Date 6.4.18

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report incidents and breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in incidents;
3. Report suspected or confirmed incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents; and

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,506,000.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:
 - 6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$706,200.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/31/19
Date

[Signature]
Name: Katja S. Fox
Title: Director

North Country Health Consortium

7/26/19
Date

[Signature]
Name: Nancy Frank
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on July 26, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Amy Jeroy, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 3, 2022

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/26/2019
Date

Takhtevir Pakhtmatova
Name: *Takhtevir Pakhtmatova*
Title: *attorney*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

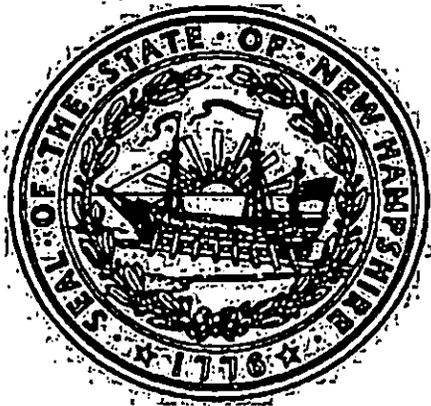
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 301456

Certificate Number: 0004524560



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Edward Shanshala, do hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2019.

RESOLVED: *Whereas the North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.*

RESOLVED: *Be it resolved that the Chief Executive Officer and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Chief Executive Officer of the corporation.*

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26th day of July, 2019.
4. Nancy Frank is the duly elected Chief Executive Officer of the Agency.

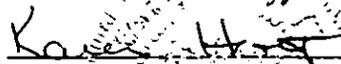
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 26th day of July, 2019.



Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The forgoing instrument was acknowledged before me this 26th day of July, 2019, by Edward Shanshala.



Notary Public/Justice of the Peace
My Commission Expires:

KAREN L. HOYT
Notary Public - New Hampshire
My Commission Expires September 27, 2022



North Country Health Consortium Mission Statement:

"To lead innovative collaboration to improve the health status of the region."

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

262 Cottage Street, Suite 230, Littleton, NH 03561

Phone: 603-259-3700; Fax: 603-444-0945

www.nchcnh.org • nchc@nchcnh.org



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2018 AND 2017



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CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2018 and 2017, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2018 AND 2017

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	\$ 687,847	\$ 1,075,410
Accounts receivable, net		
Grants and contracts	966,962	548,391
Dental services	898	864
Certificates of deposit	126,065	125,540
Prepaid expenses	21,356	9,960
Restricted cash - IDN	1,987,216	1,021,388
Total current assets	<u>3,790,344</u>	<u>2,781,553</u>
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	32,808	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	<u>(170,735)</u>	<u>(137,253)</u>
Property and equipment, net	<u>58,187</u>	<u>91,669</u>
Other assets		
Restricted cash - IDN	<u>800,000</u>	<u>1,200,000</u>
Total other assets	<u>800,000</u>	<u>1,200,000</u>
Total assets	<u>\$ 4,648,531</u>	<u>\$ 4,073,222</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 396,039	\$ 105,345
Accrued expenses	8,983	6,921
Accrued wages and related liabilities	265,717	154,454
Deferred revenue	1,854,420	1,185,265
Total current liabilities	<u>2,525,159</u>	<u>1,451,985</u>
Long-term liabilities		
Deferred revenue - Long term portion	<u>800,000</u>	<u>1,200,000</u>
Total long-term liabilities	<u>800,000</u>	<u>1,200,000</u>
Total liabilities	<u>3,325,159</u>	<u>2,651,985</u>
Net assets		
Unrestricted	<u>1,323,372</u>	<u>1,421,237</u>
Total net assets	<u>1,323,372</u>	<u>1,421,237</u>
Total liabilities and net assets	<u>\$ 4,648,531</u>	<u>\$ 4,073,222</u>

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017**

	2018	2017
Support:		
Grant and contract revenue	<u>\$ 5,017,825</u>	<u>\$ 3,493,136</u>
Revenue:		
Dental patient revenue	101,092	121,784
Fees for programs and services	1,455,860	100,602
Interest income	6,085	5,554
Other income	12,766	2,594
Total revenue	<u>1,575,803</u>	<u>230,534</u>
Total support and revenue	<u>6,593,628</u>	<u>3,723,670</u>
Program expenses:		
Workforce	3,263,756	2,011,463
Public health	198,719	165,268
Molar	219,335	279,213
CSAP	2,524,655	772,056
Total program expenses	<u>6,206,465</u>	<u>3,228,000</u>
Management and general	<u>485,028</u>	<u>275,938</u>
Total expenses	<u>6,691,493</u>	<u>3,503,938</u>
Gain (loss) on sale of property and equipment	<u>-</u>	<u>(1,146)</u>
Change in net assets	(97,865)	218,586
NET ASSETS, beginning of the year	<u>1,421,237</u>	<u>1,202,651</u>
NET ASSETS, end of the year	<u>\$ 1,323,372</u>	<u>\$ 1,421,237</u>

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Workforce	Public Health	Mohr	CSAP	Total Program	Management & General	Total
Personnel:							
Salaries	\$ 987,365	\$ 115,572	\$ 112,796	\$ 1,480,317	\$ 2,696,050	\$ 281,983	\$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	261,323	489,503	48,518	538,021
Subtotal	<u>1,172,857</u>	<u>136,322</u>	<u>134,734</u>	<u>1,741,640</u>	<u>3,185,553</u>	<u>330,501</u>	<u>3,516,054</u>
Site expenses:							
Computer fees	16,218	1,186	3,392	18,846	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	327,270	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	64,899	85,295	30,617	115,912
Food	-	-	-	58,405	58,405	-	58,405
Subtotal	<u>1,643,744</u>	<u>40,251</u>	<u>59,057</u>	<u>469,420</u>	<u>2,212,472</u>	<u>38,745</u>	<u>2,251,217</u>
General:							
Bad debts	-	-	-	12,847	12,847	-	12,847
Depreciation	-	-	6,869	-	6,869	26,613	33,482
Dues and memberships	203,919	59	76	4,877	208,931	8,658	217,589
Education and training	2,108	-	140	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	115,769	179,338	20,556	199,894
Insurance	5,364	972	1,173	7,156	14,665	5,016	19,681
Miscellaneous	-	-	219	7,732	7,951	-	7,951
Payroll processing fees	150	50	-	694	894	9,105	9,999
Postage	1,646	168	178	1,635	3,627	313	3,940
Printing	4,208	366	1,175	4,330	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	38,573	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	20,548	76,064	4,758	80,822
Travel	47,224	2,806	1,475	54,798	106,303	8,423	114,726
Telephone	10,222	1,116	501	12,348	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	3,329	497	3,826
Event facility fees	18,524	9,067	-	27,420	55,011	6,942	61,953
Subtotal	<u>447,155</u>	<u>22,146</u>	<u>25,544</u>	<u>313,595</u>	<u>808,440</u>	<u>115,782</u>	<u>924,222</u>
Total expenses	\$ 3,263,756	\$ 198,719	\$ 219,335	\$ 2,524,655	\$ 6,206,465	\$ 485,028	\$ 6,691,493

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Workforce</u>	<u>Public Health</u>	<u>Molar</u>	<u>CSAP</u>	<u>Total Program</u>	<u>Management & General</u>	<u>Total</u>
Personnel:							
Salaries	\$ 902,283	\$ 72,003	\$ 141,659	\$ 271,561	\$ 1,387,508	\$ 131,822	\$ 1,519,330
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203	19,635	263,838
Subtotal	<u>1,060,680</u>	<u>84,824</u>	<u>167,994</u>	<u>318,213</u>	<u>1,631,711</u>	<u>151,457</u>	<u>1,783,168</u>
Site expenses:							
Computer fees	17,098	1,570	5,135	4,920	28,723	1,698	30,421
Medical and pharmacy supplies, MOA	673,678	61,473	70,399	354,919	1,160,469	2,212	1,162,681
Office supplies	17,744	2,388	1,407	9,570	31,309	15,415	46,724
Subtotal	<u>708,520</u>	<u>65,431</u>	<u>76,941</u>	<u>369,409</u>	<u>1,220,501</u>	<u>19,325</u>	<u>1,239,826</u>
General:							
Depreciation	-	-	7,095	-	7,095	23,114	30,209
Dues and memberships	5,185	33	9	9,871	15,100	8,547	23,647
Education and training	4,635	150	1,514	1,710	8,029	8,558	16,587
Equipment and maintenance	270	-	468	-	738	1,727	2,465
Rent and occupancy	39,647	3,279	6,881	11,180	60,987	4,709	65,696
Insurance	5,712	944	1,601	1,609	9,866	582	10,448
Miscellaneous	-	-	-	-	-	5,817	5,817
Payroll processing fees	-	-	-	592	592	5,717	6,309
Postage	2,007	146	348	722	3,223	606	3,829
Printing	3,805	671	1,506	5,276	11,258	426	11,684
Professional fees	27,639	1,601	4,872	11,890	46,002	28,039	74,041
Training fees and supplies	84,505	667	407	9,694	95,273	1,462	96,735
Travel	48,119	3,885	3,585	27,635	83,224	8,979	92,203
Telephone	10,398	1,040	975	2,105	14,518	623	15,141
Vehicle expense	-	-	5,017	800	5,817	-	5,817
Event facility fees	10,341	2,395	-	1,330	14,066	6,250	20,316
Subtotal	<u>242,263</u>	<u>14,813</u>	<u>34,278</u>	<u>84,434</u>	<u>375,788</u>	<u>105,156</u>	<u>480,944</u>
Total expenses	\$ 2,011,463	\$ 165,268	\$ 279,213	\$ 772,056	\$ 3,228,000	\$ 275,938	\$ 3,503,938

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (97,865)	\$ 218,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	33,482	30,209
(Gain)/loss on sale of property and equipment	-	1,146
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(418,571)	(207,861)
Accounts receivable - Dental services	(34)	8,420
Prepaid expenses	(11,396)	25,366
Restricted cash - IDN	(565,828)	191,847
Increase (decrease) in operating liabilities:		
Accounts payable	290,694	42,240
Accrued expenses	2,062	(987)
Accrued wages and related liabilities	111,263	57,073
Deferred revenue	269,155	(194,604)
Net cash provided (used) by operating activities	<u>(374,191)</u>	<u>171,435</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(525)	(520)
Purchases of property and equipment	-	(81,350)
Net cash used by investing activities	<u>(525)</u>	<u>(81,870)</u>
 Net increase (decrease) in cash and cash equivalents	(374,716)	89,565
Beginning cash and cash equivalents	<u>1,075,410</u>	<u>985,845</u>
 Ending cash and cash equivalents	<u>\$ 700,694</u>	<u>\$ 1,075,410</u>

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

Effective October 1, 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue

Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services

Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of \$2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2018 and 2017, these amounts were restricted as follows:

	2018	2017
Administration fee to the Organization	\$ 1,200,000	\$ 1,600,000
Distributions to participants	<u>1,587,216</u>	<u>621,388</u>
	<u>\$ 2,787,216</u>	<u>\$ 2,221,388</u>

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of \$598 and \$7,776 as of September 30, 2018 and 2017, respectively, and an allowance for doubtful accounts for grants and contracts of \$12,847 and \$0 as of September 30, 2018 and 2017, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through February 2020.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over \$2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled \$33,482 and \$30,209 for the years ended September 30, 2018 and 2017, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2018 and 2017.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2018 and 2017.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the year ended September 30, 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2018.

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2015 through September 30, 2018 are open to examination by the taxing authorities under the applicable statute of limitations.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2015-14, *Revenue from Contracts with Customers*. This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842)*. This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within fiscal years beginning after December 15, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash*. This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. This ASU will have minimal effect on the Organization's financial statements.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by \$14,600 at September 30, 2018. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2018.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2018.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

In October 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of \$19,582. The CAM fee portion is to be adjusted annually. Since the inception of the lease, the agreement has been verbally and mutually amended to allow the Organization to pay actual expenses, such as utilities, repairs, mortgage, CAM, etc., in lieu of the \$19,582 monthly payment.

In addition, the Organization leases satellite offices in Berlin, NH, Tamworth, NH, Woodsville, NH, North Conway, NH, and Conway, NH under month-to-month operating lease agreements.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2019	\$ 160,297
2020	163,411
2021	65,431
2022	56,500
2023	28,250
Thereafter	-
	<u>\$ 473,889</u>

Lease expense for the aforementioned leases was \$132,746 and \$62,100 for the years ended September 30, 2018 and 2017, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2018	2017
Deferred Revenue- IDN	\$ 2,387,744	\$ 2,215,782
Deferred Revenue- Other	<u>266,676</u>	<u>169,483</u>
Total	<u>\$ 2,654,420</u>	<u>\$ 2,385,265</u>

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

In September 2016, the Organization was awarded a five-year demonstration project from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced \$2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, \$2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2018 and 2017.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$898,736 and \$348,668 for the years ended September 30, 2018 and 2017, respectively. Outstanding amounts due to these organizations as of September 30, 2018 and 2017 amounted to \$33,214 and \$37,950, respectively. Outstanding amounts due from these organizations as of September 30, 2018 and 2017 amounted to \$5,210 and \$0, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2018 and 2017 were \$61,990 and \$26,291, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2017 to conform with the current year presentation.

Note 10. Subsequent Events

Subsequent to year end, the Organization entered into a line of credit agreement with a local bank. The Organization has \$500,000 of available borrowing capacity under this line of credit. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

The Organization has evaluated subsequent events through March 26, 2019, the date the financial statements were available to be issued.



**NORTH COUNTRY HEALTH
CONSORTIUM, INC. AND SUBSIDIARY**

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2018



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S. Department of Health and Human Services				
<i>Direct Programs:</i>				
Rural Health Care Services Outreach Program (Oral Health)	93.912	D04RH28387		\$ 106,595
Network Development	93.912	D06RH28031		254,067
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		<u>5,813</u>
				<u>366,475</u>
Health Careers Opportunity	93.324	G06HP27887		<u>102,222</u>
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		<u>151,252</u>
<i>Total direct programs:</i>				<u>619,949</u>
<i>Passed through the State of New Hampshire:</i>				
Public Health Emergency Preparedness	93.074		U90TP000533	66,566
Disaster Behavioral Health Response Teams	93.074		U90TP000535	<u>62,542</u>
				<u>129,108</u>
SAP - 2 Schools	93.243		SP020796	77,695
SAP - WMCC	93.243		SP020796	119,728
Young Adult Strategies	93.243		SP020796	96,490
Young Adult Leadership	93.243		SP020796	<u>19,547</u>
				<u>313,460</u>
School-Based Immunization	93.268		H231P0007757	<u>8,689</u>
Continuum of Care	93.959		T1010035-14	23,666
Student Assistance Program Federal Block Grant	93.959		158557-B001	856
SAP - 5 Schools	93.959		T1010035-16	68,584
Substance Use Disorder (Friendship House)	93.959		T1010035-14	210,900
Substance Misuse Prevention	93.959		T1010035-14	<u>69,687</u>
				<u>373,693</u>
Community Health Workers	93.757		NU58DP004821	12,867
Community Health Workers (Chronic Disease)	93.757		NU58DP004821	29,992
Community Health Workers (Heart Disease)	93.757		NU58DP004821	<u>49,985</u>
				<u>92,844</u>
Community Health Workers (Cancer)	93.898		NU58DP003930	<u>24,942</u>
Public Health Advisory Council	93.758		B010T00937	<u>42,025</u>
				<u>984,761</u>
<i>Total passed through the State of New Hampshire:</i>				
<i>Passed through the University of Dartmouth Area Health Education Center:</i>				
Area Health Education Centers	93.107		U77HP03627-09-01	<u>76,099</u>
<i>Passed through the University of New Hampshire:</i>				
Practice Transformation Network	93.638		Agreement #16-039	<u>517,138</u>
Total Expenditures of Federal Awards				<u>\$ 2,197,947</u>

See accompanying notes to schedule of expenditures of federal awards.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2018**

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

- (1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.
- (2) Pass-through entity identifying numbers are presented where available.
- (3) The Organization did not elect to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

A.M. PEISCH & COMPANY, LLP
AMP
SINCE 1922

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 26, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Suite 302
Colchester, VT 05446
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27 Center Street
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Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

A.M. PEISCH & COMPANY, LLP
AMP
INC.

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2018. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

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401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	30 Congress Street Suite 201 St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	24 Airport Road, Suite 402 West Lebanon, NH 03784 (603) 306-0100
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Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peitch & Company, LLP

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs
Year Ended September 30, 2018**

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.
2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.
5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.
6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).
7. The program tested as a major program was U.S. Department of Health and Human Services – ACA – Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2018.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2018.

**NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY**

**Summary Schedule of Prior Audit Findings
Year Ended September 30, 2018**

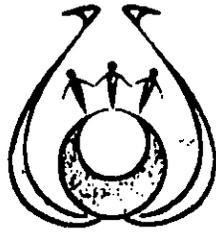
**2017 and 2016 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL
AWARD PROGRAMS**

2017 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2017.

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.



North Country
HEALTH CONSORTIUM

2018–19 Board of Directors

President (O)
Ed Shanshala
CEO, Ammonoosuc Community
Health Services

Vice President (O)
Rev. Curtis Metzger
All Saints' Episcopal Church

Treasurer (O)
Michael Counter
President, North Country Home
Health & Hospice Agency

Secretary (O)
Karen Woods
Administrative Director
Cottage Hospital

Sharon Beaty
CEO, Mid-State Community
Development Corp.

Laurie Daley
Director of Quality, Upper
Connecticut Valley Hospital

Kristina Fjeld-Sparks
NH AHEC Director, NH AHEC/
Geisel School of Medicine

Suzanne Gaetjens-Oleson
Regional Mental Health
Administrator, Northern Human
Services

Ken Gordon
CEO, Coos County Family
Health Services

Kevin Kelley
CEO, Indian Stream Health
Center

Michael Lee
President, Weeks Medical
Center

Tara MacKillop
Executive Director,
Androscoggin Valley Home
Care Services

Lars Nielson, MD
Provider, Weeks Medical
Center

Gail Clark
Director of Marketing and
Community Relations, Littleton
Regional Healthcare

Jarrett Stern
System Executive-Special
Projects, Androscoggin Valley
Hospital

Jeanne Robillard
CEO, Tri-County Community
Action Program

Craig Labore
Administrator, Grafton
County Nursing Home

**Leading innovative collaboration
to improve the health status
of Northern New Hampshire.**

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262 Cottage Street | Suite 230 | Littleton, NH 03561

Chad L. Dingman

Employment History

North Country Health Consortium – Littleton, NH

Administrative/Operations Director of Clinical Services April 2019 - Present

- Responsible for the administration, development, management, compliance and operation of Friendship House (residential treatment program), Intensive Outpatient Services, Outpatient Services, and the Impaired Driver Program.
- Development and implementation of internal operating policies and procedures
- Ensure organizational delivery system uses evidence-based treatment throughout all provision of services
- Monitor the quality of clinical care for consistency and clinical integrity throughout substance use programs
- Lead service performance and quality improvement activities
- Identify, plan, and evaluate new programs, services, and projects
- Maintain knowledge of, and adhere to, Commission for the Accreditation of Rehabilitation Facilities (CARF) standards throughout programs

Mountain Club on Loon Resort – Lincoln, NH

Controller & Human Resources

August 2018 – April 2019 (Full-Time)

April 2019 – Present (Consultant)

- Oversee all Accounting, Business Office and Human Resource functions for the resort and restaurant
- Lead 4 direct reports: Payroll, A/P, Owners Accountant, Staff Accountant
- Preparation of Financial Statements, weekly/monthly/quarterly reporting on financial, labor and operating statistics
- Financial Review and Recommendations to the Board of Directors & General Manager
- Completed a Transition to new Accounting software
- Identified and initiated a change in HR/Payroll provider, with annual savings of approximately \$95,000
- Train all management personnel on employee coaching/counseling processes, and review all personnel management documentation

Morrison Nursing Home & Summit by Morrison – Whitefield, NH

Executive Director/CEO

November 2016 – July 2018

- Lead overall operations of Morrison's Nursing Home, 2 Assisted Livings and an Independent Living community, a total of 164 beds.
- Managed and completed construction, policy development, licensing and hiring of the \$25 million Summit by Morrison AL/IL community
- Employee turnover reduced from 82% to 42% in 18-month timeframe
- Average Skilled census of 11.7 last 7 months. Historical average 5.8
- Eliminated all contracted staffing: yielding an annual savings of approximately \$240,000
- Prepare and manage operating and capital budget/spending
- Track and review expenses to identify variances in product usage and saving opportunities
- Identify and forecast all Capital budgeting and expenditures
- Hire/Terminate personnel
- Created a Memory Care program to enhance resident centered care and their quality of life for residents with advanced cognitive loss.

Chad L. Dingman

Employment History Continued

St. Vincent de Paul Rehab & Nursing – Berlin, NH

Executive Director/Administrator

May 2014 – November 2016

- Oversee all operations of a 80 bed Nursing Facility, and operated 38% over budgeted EBITDARM in last fiscal year
- Increased from 4 to 5-Star Rating by CMS
- Deficiency Free Health Recertification Survey in 2016
- Approve facility expenditures and annual financial budget preparation
- Manage and oversee all Capital Budgeting and Expenditures
- Restructured Housekeeping workflow and scheduling to meet sanitary needs of facility
- Worked with Department Heads to best manage budgets, expenses and staff
- Developed a mentor program for LNA's to improve orientation process and training of new LNA's

Genesis HealthCare

Center Executive Director

November 2011 – November 2013

- Oversee all operations of Nursing Home and Assisted Living community
- Voted "Best of the Best" in Nursing care for the Greater Rutland VT area for 2013. First time receiving this award since its initiation in 2001
- Restructured interviewing and orientation process to create a more streamlined process. Results decreased length of time between interview to start date, as well as improved feedback from new hires after completing orientation
- Worked with Director of Nursing to quickly eliminate all bed and chair alarms, while increasing rounding efforts to improve Quality of Life and Dignity for residents.
- Reduction in amount of wasted and/or lost medical supplies, while increasing availability

Administrator-in-Training/Asst. Administrator

October 2010 – November 2011

- Learn all facets of the operation of a long-term care facility while completing AIT.
- Monitor department budgets, expenditures, and over/under staffing
- Consult with department managers concerning the operation of their departments to assist in eliminating/correcting problem areas, and/or improvement of services

Scheduling & Human Resources Manager

May 2008 – October 2010.

- Increase of approximately 20% in clinical staff retention in less than 18 months, through thorough employee selection during hiring, and consistent enforcement of policies and procedures
- Recruit, coordinate applicant flow, pre-screen applicants, complete all reference and criminal background checks, conduct interviews, and hire clinical staff
- Work with Administrator and Director of Nursing Services for annual budget preparations.
- Manage/Organize the orientation process for all newly hired employees
- Staff the facility with the proper Hours per Patient Day (HPPD) to ensure a safe staff to patient ratio while maintaining exceptional clinical care

Fidelity Investments, Merrimack, NH

HR/Payroll & Retirements Specialist

February 2007 - April 2008

- Advised management regarding salary ranges/increases, transfers, and employment status changes

Chad L. Dingman

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Licensing and Certifications

- NH Licensed Nursing Home Administrator, License #3756
- Vermont Licensed Nursing Home Administrator, License #027.0091194
- Six Sigma Green Belt Certification – 2009
- Strong use of PeopleSoft, Kronos, Point Click Care, HealthMedX/Vision, Paylocity, AoD, Galaxy and Microsoft Office software

Education

Plymouth State University, Plymouth, NH 03264

Master of Business Administration (MBA) in Healthcare Administration

- Anticipated completion date of August 2019
- Current GPA of 3.83 on a 4.0 scale

Bachelor of Science in Business Management w/ Economics minor

- December 2006 degree completion
- Award for Outstanding Business Student

Objective

Supervise and manage the daily activities of a clinical team providing residential and outpatient substance use disorder treatment.

Experience

North Country Health Consortium October 2017-Present

Tri-County Community Action Program October 2016-October 2017

Bethlehem, NH

Clinical director for substance use disorder clinical services. Provide clinical supervision to residential and outpatient counseling program staff. Program development with the use of evidence-based practices. Ensure that the continuum of care components are operated at their optimum levels. Responsible for the delivery of the clinical programs.

Northern Human Services

June 2006-November 2016

Berlin, NH

Licensed clinician working with outpatient consumers. Member of the Assertive Community Treatment team who serve consumers with severe and persistent mental illness. Primary clinician for the Referral Education and Assessment Program serving the elderly community. Member of the regional emergency services response team who consults after business hours with five hospitals for suicide and safety assessments.

Monarch Center for Family Healing

June 2004-April 2006

Georgetown, CO

Licensed Eligible Clinician. Provide counseling to at-risk youth and their families while utilizing wilderness settings and outdoor adventure to facilitate growth.

Home Care

January 2001-August 2003

Berlin, NH

Caregiver for individuals needing assistance to maintain independent living status. Support families in transition of later stages of life care.

A Safe Place

May 1999-December 2000

Portsmouth, NH

Provide support to survivors of domestic violence in shelter, on crisis line and as legal advocate in court.

Stacie Leclerc, LCMHC, MLADC

Licensure and Education

Licensed Clinical Mental Health Counselor

Master Licensed Alcohol & Drug Counselor

Naropa University

August 2003-May 2006

Boulder, CO

Master of Arts in Transpersonal Counseling Psychology and Wilderness Therapy.

University of New Hampshire

September 1997-May 2000

Durham, NH

Bachelor of Arts in Psychology

Bachelor of Arts in Women Studies.

Amy Dawn Meunier

Objective: To seek new challenges and opportunities to advance my career in the Human Services profession in order to continue my education, gather more experience, and be a part in improving the lives of others one step at a time.

Education:

2016- Present

Springfield College

St. Johnsbury, VT

Human Services with a concentration in Mental Health Counseling

- Master's Degree
- Northern Human Services Scholarship Award

2015-2016

Springfield College

St. Johnsbury, VT

Human Services with a concentration in Addiction Studies

- Bachelor's Degree
- Minor in Addiction Studies
- Dean's List
- Substance Abuse Ethics (7Hrs)

Experience:

2/12/2018-Present North Country Health Consortium -The Friendship House Bethlehem, NH

Program Coordinator, Clinician

- RSS Supervisor, Hire, Train
- Facilitate team meetings
- Provide direct services to clients
- Monitor and Ensure documentation of client behavior
- Maintain Program Curriculum

2015-2018

Northern Human Services

Berlin, NH

Assertive Community Treatment Coordinator (ACT)

- Program Coordinator\Supervisor
- Facilitate team meetings\schedules
- Case Management and direct services

2012 – 2015

Northern Human Services

Berlin, NH

Financial Case Manager

- Social Security Representative Payee
- Housing Specialist (HUD and Private Sectors)
- Medical Benefits Specialist (DHHS, Medicare and Private)

2006 –2012

Northern Human Services

Berlin, NH

Administrative Assistant 2

- Assisting guest upon entry
- Answering telephone calls
- Scheduling Doctor Appointments
- Staff Vacation\Extended Time
- Coverage for Accounting\Payroll
- Evening phone coverage for Emergency Services

Trainings:

- Suicide Prevention (3hrs)
- Dialectic Behavioral Training (DBT) (8hrs)
- Illness Management and Recovery (IMR)
- Foundation Trainings (MH101), Stages of Change, Motivational Interviewing, Functional Supports and Services, CBT Strategies. (4hrs)
- CPR/First Aide
- "When Money Still gets in the Way" (3hrs)
- Bed Bug Education (8hrs)
- Substance Abuse Ethics (7hrs)
- Crisis Prevention Intervention (CPI)
- LEAP (Listen, Emphasize, Partner, Agree)
- ACT Co-Occurring Disorder Specialist (7 Part Series)

References:

Available upon request

NANCY FRANK, MPH

PROFESSIONAL EXPERIENCE

North Country Health Consortium
Littleton, New Hampshire
January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health
St. Johnsbury, Vermont
November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center
St. Johnsbury, Vermont
December 1999-October 2006

Community Resource Coordinator

Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center

St Johnsbury, Vermont

July 1999 – October 1999

Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health

Burlington, Vermont

June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)

Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.

- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health
 Prevention Research Center, Chicago, IL
 January 1990 - May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health
 Maywood, Illinois
 September 1987 - January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University
 Cleveland, Ohio
 November 1982 - May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Colleen Gingue

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Self-Starter Team Player ed Cheerful

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Chief Financial Officer *North Country Health Consortium* *2018-Present*

- Supervise Financial Controller
- Provide oversight for annual audits
- Provide oversight for monthly reporting and present to governing body
- Monitor cash positions
- Prepare annual organization-wide budget and grant budgets
- Provide oversight for clinical service billing
- Evaluate processes and implement improvements and efficiencies

Finance Director *North Country Health Consortium* *2012-2018*

- Prepare monthly financial management reporting packages and analyses
 - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
 - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
 - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
 - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
 - Payroll Multi-State Reporting Requirements
 - Closing Journal Entries and Financial Statement Preparation

- o New year Prepaid, Accrual and Depreciation Journal Entries
- o Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant Gingue Electric Corporation 1989-2007 (closed)

- Orchestrate Multitude of Tasks for Successful Business Operation
 - o Manage Payroll and Employee Benefit Duties
 - o Track Apprenticeship Program Requirements
 - o Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
 - o Create and Maintain Inventory and Billing Database

Education

- Graduate with Bachelor of Arts Degree in Business Management, Johnson State College
- Cum Laude Graduate with Associate in Science Degree in Accounting, Champlain College

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: North Country Health Consortium

Name of Program/Service: Substance Use Disorder Treatment & Recovery Support Services

BUDGET PERIOD:				
Name	Job Title	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Amount Paid by Contract
Chad Dingman	Administrative Director	\$97,131	50.00%	\$48,565.48
Stacie Leclerc	Clinical Director	\$79,957	50.00%	\$39,978.52
Amy Meunier	Program Coordinator	\$43,812	50.00%	\$21,906.04
Nancy Frank	Chief Executive Officer	\$123,467	10.00%	\$12,346.71
Colleen Gingue	Chief Financial Officer	\$88,498	10.00%	\$8,849.61
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES				\$131,846.37



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

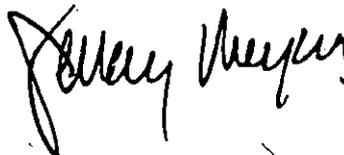
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-85-82-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, KHS: DV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH

Vendor Code: 290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,870	\$25,870
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,341	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farmum

Vendor Code: 177204-8005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/HHNH

Vendor Code: 157730-8001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,890	\$62,890
Sub-total			\$194,759	\$314,602	\$509,381

Attachment A
Financial Details

Grafton County Vendor Code: 177397-B003 PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua Council on Alcoholism Vendor Code: 188574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc Vendor Code: 175226-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven HR Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,578	\$0	\$86,578
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,578	\$146,317	\$232,995

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,847	\$120,847
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177654-B001

PO1062966

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,419,690	\$1,464,845	\$2,884,105

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% Federal Funds, 34% General Funds FAIN T010033 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-B001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$8,791	\$8,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Dixmas Home of NH Vendor Code:290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,619	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Civ/Famum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,063	\$397,629	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,063	\$1,676,432	\$2,457,515

FIT/HHNH

Vendor Code: 157730-B001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,628
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven HQ Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,682	\$247,682
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$182,875	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,651	\$53,651
Sub-total			\$182,875	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog. Svc	\$41,548	(\$40,833)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,698	\$1,698
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svs			\$3,287,382	\$3,285,282	\$6,540,663

Attachment A
Financial Details

05-85-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H78T081685 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dixmas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

Attachment A
Financial Details

FIT/HHH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,800	\$70,000	\$150,800
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,800	\$374,400	\$455,000

Attachment A
Financial Details

Hope on Haven HHA Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,600	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$6,000	\$6,000
Sub-total			\$114,200	\$480,600	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$436,000
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$629,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$379,600	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$379,600	\$635,400	\$1,015,000

West Central
Services Vendor Code: 177854-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,671,156	\$3,154,766	\$6,725,912
Grand Total All			\$4,278,076	\$7,672,684	\$16,150,682

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-8001	\$162,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismas Home of NH	Vendor Code: 290061-8001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Famum	Vendor Code: 177204-8005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PQ1063556	FITA/HNH	Vendor Code: 157730-8001	\$854,031	\$27,825	\$993,326	\$196,000
PQ1062977	Grafton County	Vendor Code: 177397-8003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-8001	\$1,514,899	(\$536,899)	\$401,000	\$0
PQ1062979	Headrest, Inc	Vendor Code: 175226-8001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	Vendor Code: 275119-8001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North Country Health Consortium	Vendor Code: 158557-8001	\$401,606	\$183,394	\$737,000	\$97,000
PQ1062965	Phoenix Houses of New England, Inc.	Vendor Code: 177589-8001	\$817,521	(\$62,521)	\$1,067,000	\$104,000
PQ1062964	Seacoast Youth Services	Vendor Code: 203944-8001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	Vendor Code: 155292-8001	\$969,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062968	West Central Services	Vendor Code: 177654-8001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$9,276,098	(\$1,127,442)	\$7,924,126	\$1,075,900



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and
Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,419,000.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

[Signature]
Katja S. Fox
Director

North Country Health Consortium

6.5.19
Date

[Signature]
Name: Nancy Frank
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on June 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Amy Jeroy
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 3, 2022



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Lisa M. Engstrom
Name: *Lisa M. Engstrom*
Title: *Special 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:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3, Draft #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.
- 1.4. Standard Compliance
 - 1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.
 - 1.4.2. State Opioid Response (SOR) Grant Standards
 - 1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.4.2.2. The Department shall be able to verify that client referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:
 - 1.4.2.3.1. Methadone.
 - 1.4.2.3.2. Buprenorphine products, including:
 - 1.4.2.3.2.1. Single-entity buprenorphine products.
 - 1.4.2.3.2.2. Buprenorphine/naloxone tablets.
 - 1.4.2.3.2.3. Buprenorphine/naloxone films.
 - 1.4.2.3.2.4. Buprenorphine/naloxone buccal



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3, Draft #3

preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. No later than 30 days from the date of Governor & Council approval, the contractor shall submit a plan for Department approval for that addresses actions that shall be taken in the event that the contractor ceases to provide services. This plan shall include, but not be limited to:
 - 1.4.3.1. How clients shall be transitioned to alternative providers to ensure that there is not a gap in services;
 - 1.4.3.2. Where client records shall be transferred to; and
 - 1.4.3.3. How clients shall be notified of 1.4.3.1 and 1.4.3.2.
 - 1.4.3.4. The Department may not be identified as the entity that shall assume responsibility for client records.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3, Draft #3

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

[Handwritten Signature]

6/5/19



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3, Draft #3

- 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
- 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
- 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

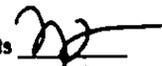
- 2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3, Draft #3

- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.





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2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

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- 2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
- 2.5.2. The Contractor shall complete intake screenings as follows:
- 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.



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- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within 3 business days following admission.
 - 2.5.5.2. During treatment only when determined by a Licensed Counselor.
- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.5 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.5 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.5 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.5; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

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- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.



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- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;


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2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.5

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake:

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2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what shall be done)


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- 2.8.3.1.2. measurable (including clear criteria for progress and completion)
- 2.8.3.1.3. attainable (within the individual's ability to achieve)
- 2.8.3.1.4. realistic (the resources are available to the individual), and
- 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion, that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.



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2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available

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services and to engage clients in peer recovery support services as applicable.

- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
 - 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the



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individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem, or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore, the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit

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his or her ability to resolve his or her problem(s).
Treatment at a qualitatively different level of care
or type of service, or discharge from treatment,
is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has
experienced an intensification of his or her
problem(s), or has developed a new problem(s),
and can be treated effectively at a more intensive
level of care.

2.8.5.4. Include clear documentation that explains why continued
services/transfer/ or discharge is necessary for Transitional
Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence
based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental
health and substance abuse intervention on the SAMHSA
Evidence-Based Practices Resource Center
<https://www.samhsa.gov/ebp-resource-center>

2.8.6.2. The services shall be published in a peer-reviewed journal and
found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has
validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be
purchased online through the ASAM website at:
<http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration
(SAMHSA) Treatment Improvement Protocols (TIPs) available
at [http://store.samhsa.gov/list/series?name=TIP-Series-
Treatment-Improvement-Protocols-TIPS-](http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-)

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs)
available at
[http://store.samhsa.gov/list/series?name=Technical-
Assistance-Publications-TAPs-&pageNumber=1](http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1)

2.8.7.4. The Requirements in Exhibit A-1.

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2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.


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- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

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- 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at

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<http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and

- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.



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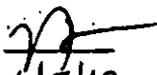
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.
 - 5.2.1. Any client refusing to sign the informed consent in 5.2:
 - 5.2.1.1. Shall not be entered into the WITS system; and
 - 5.2.1.2. Shall not receive services under this contract.
 - 5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be


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assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

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- 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
- 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
- 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
- 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
- 6.1.6.2.3. Location, date, and time of the event;
- 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
- 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
- 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and



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- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity



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8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature, within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

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- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

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- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS). The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



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Exhibit B, Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
 - 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
 - 3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).



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3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement, (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.



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- 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
- 5.7.1. Transitional Living, See Section 7 below and
- 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.



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6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$619,200**.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3
 - 6.3.5. Amount being billed to the Department for the service
 - 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
 - 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
 - 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 7.2. Medication:
 - 7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 7.2.2 below.
 - 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:



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- 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WITS Client ID #;
 - 7.2.4.2. Period for which prescription is intended;
 - 7.2.4.3. Name and dosage of the medication;
 - 7.2.4.4. Associated Medicaid Code;
 - 7.2.4.5. Charge for the medication.
 - 7.2.4.6. Client cost share for the service; and
 - 7.2.4.7. Amount being billed to the Department for the service.
- 7.3. Physician Time:
- 7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
- 7.3.3.1. WITS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;
 - 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and



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7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Charging the Client for Room and Board for Transitional Living Services and Low Intensity Residential

9.1. The Contractor may charge the client fees for room and board, in addition to:

9.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

9.1.2. The charges to the Department

9.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

300% - 349%	\$57
350% - 399%	\$77

9.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

9.4. The Contractor shall maintain records to account for the client's contribution to room and board.

10. Charging for Clinical Services under Transitional Living

10.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

10.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

[Handwritten Signature]
6/8/19



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:
- 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 12.1.5. Submit separate batches for each billing month.
- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
- 12.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
17. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

[Handwritten Signature]
6/3/19



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services 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 1.8, Price Limitation, to read:
\$401,606.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table with Exhibit B-1, Amendment #2, Service Fee Table.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below:

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

[Signature]
Katja S. Fox
Director

11/13/18
Date

Contractor Name:
[Signature]
Name: Nancy Frank
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of NH County of Grafton on Nov 13, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Amy Jeroy
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 3, 2022



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/14/2018

Date

Nancy J. Smith
Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. ~~The Contractor agrees that to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.~~
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

- 1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

- 1.5.2.1. The Contractor must establish formal information-sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

- 1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

- 1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

- 1.5.2.3.1. Methadone.

- 1.5.2.3.2. Buprenorphine products, including:

- 1.5.2.3.2.1. Single-entity buprenorphine products.



Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.

The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care



Exhibit A, Amendment #2

(RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network.

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1:

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Exhibit A, Amendment #2

Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug-related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals

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Exhibit A, Amendment #2

that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

[Handwritten Signature]



Exhibit A, Amendment #2

(<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit A, Amendment #2

- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM, 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:



Exhibit A, Amendment #2

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

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Exhibit A, Amendment #2

- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.



Exhibit A, Amendment #2

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults; unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4.

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact,

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Exhibit A, Amendment #2

during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care; that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done).

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve).

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely, (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

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- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the client's functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does

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not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

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2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan; thus resolving the



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problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

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2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and



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2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



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- 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
- 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence-based practices; at a minimum:

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- 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
- 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for



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- handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
- 3.9.1. The contract requirements.
- 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

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- 5.2.2. State employees have access to all information that is entered into the WITS system.
- 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or

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serious harm to physical or mental health, safety, or well-being, including but not limited to:

- 6.1.3.1.1. Abuse;
- 6.1.3.1.2. Neglect;
- 6.1.3.1.3. Exploitation;
- 6.1.3.1.4. Rights violation;
- 6.1.3.1.5. Missing person;
- 6.1.3.1.6. Medical emergency;
- 6.1.3.1.7. Restraint; or
- 6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where; how the event happened; and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

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(February 2017); available at
<https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf>
to the bureau

- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

- 7.1.1. Participation in electronic and in-person client record reviews
- 7.1.2. Participation in site visits
- 7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall



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include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

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8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor must ensure that 100% of clients receiving room and board payments for residential levels of care 3.1 and/or 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data as collected in WITS will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
 - 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service



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- 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Exhibit B, Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services:
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

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11/13/18



Exhibit B, Amendment #2

- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2, Service Fee Table.
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department.
- 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2, Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
- 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 10, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 10 Sliding Fee Scale for the client's applicable income level.



Exhibit B, Amendment #2

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay, or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1 and/or 3.5
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care 3.1 and/or 3.5.
 - 6.2. The Contractor shall maintain documentation of the following:
 - 6.2.1. Medicaid ID of the Client;
 - 6.2.2. WITS ID of the Client (if applicable)
 - 6.2.3. Period for which room and board payments cover

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New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #2

- 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.2
- 6.2.5. Amount being billed to the Department for the service.
- 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.
7. Additional Billing Information for Integrated Medication Assisted Treatment (MAT)
- 7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
- 7.2. Medication:
- 7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
- 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
- 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WITS Client ID #:



Exhibit B, Amendment #2

- 7.2.4.2. Period for which prescription is intended;
- 7.2.4.3. Name and dosage of the medication;
- 7.2.4.4. Associated Medicaid Code;
- 7.2.4.5. Charge for the medication.
- 7.2.4.6. Client cost share for the service; and
- 7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

- 7.3.1. Physician Time is the time spent by a physician, or other medical professional to provide Medication Assisted Treatment Services, including, but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
 - 7.3.3.1. WITS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;
 - 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and
 - 7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale.

8.1.2. The charges to the Department



Exhibit B, Amendment #2

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Charging for Clinical Services under Transitional Living

9.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

9.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

10. Additional Billing Information: Intensive Case Management Services:

10.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

10.2. The Department will not pay for intensive case management provided to a client prior to admission.

10.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

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Exhibit B, Amendment #2

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through

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Exhibit B, Amendment #2

WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the



Exhibit B, Amendment #2

religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1, Amendment #2

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A.

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	\$75.00	Per day
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	High-Intensity Residential Adult; (excluding Pregnant and Parenting Women); for clinical services and room and board	\$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.10.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1, Amendment #2

1.11.	Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.12.	Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min
1.13.	Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dbhs.nh.gov

July 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHNN, Inc.	\$0	\$645,775	\$645,775
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNN, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

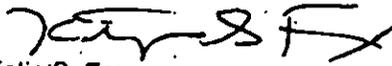
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services

RFA-2019-BDAS-01-SUBST

RFA Name

RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Srvc Adm'n II, BDAS
2. Jade Lane, Program Specialist II,
BHS
3. Shawn Blakey, Prog Specialist IV,
Child Bhd Health
4. Paul Kieran, Clinical Srvc
Spec II, Drug & Alcohol Srvc
5. Abby Shockey, Sr Policy Analyst,
Substnc Use Srvc; Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dimes Horse of New Hampshire, Inc.	440	152	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITTING, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	294	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	351	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	128**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-03-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS. GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Ci
Nashua Comm
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	\$0	\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dumas Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

FIT/NHMH

Vendor Code: 167730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,759	\$194,759
Sub-total			\$0	\$194,759	\$194,759

Grafton County

Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism

Vendor Code: 168574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$188,372	\$188,372
Sub-total			\$0	\$188,372	\$188,372

Headrest, Inc

Vendor Code: 176728-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$84,035	\$84,035
Sub-total			\$0	\$84,035	\$84,035

North Country Health Consortium Vendor Code: 156557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177569-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH Alcohol and Drug Services Vendor Code: 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$952,394	\$487,188	\$1,419,810

05-05-01-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT. OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TID10039 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$187,619	Revised Modified Budget	\$187,619
Budget							\$0		\$187,619
Sub-total							\$187,619		\$187,619

Vendor Code: 18D
Dumas Home of NH

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$781,083	Revised Modified Budget	\$781,083
Budget							\$0		\$781,083
Sub-total							\$781,083		\$781,083

Vendor Code: 17704-8005
Easter Seals of NH
Manchester
Acorn/Elm Rehab
Cof/Forum

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$451,016	Revised Modified Budget	\$451,016
Budget							\$0		\$451,016
Sub-total							\$451,016		\$451,016

Vendor Code: 15770-8001
FT/ND/NI

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$172,508	Revised Modified Budget	\$172,508
Budget							\$0		\$172,508
Sub-total							\$172,508		\$172,508

Vendor Code: 17397-8003
Grafton County

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$436,227	Revised Modified Budget	\$436,227
Budget							\$0		\$436,227
Sub-total							\$436,227		\$436,227

Vendor Code: 16574-8001
Grandeur Nashua
Council on
Alcoholism

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$103,364	Revised Modified Budget	\$103,364
Budget							\$0		\$103,364
Sub-total							\$103,364		\$103,364

Vendor Code: 17628-8001
Headrest, Inc

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$184,608	Revised Modified Budget	\$184,608
Budget							\$0		\$184,608
Sub-total							\$184,608		\$184,608

Vendor Code: 27519-8001
Hope on Hope Hill

State Fiscal Year	2019	Class/Account	102-500734	Title	Contracts for Prog Svc	Budget Amount	\$200,728	Revised Modified Budget	\$200,728
Budget							\$0		\$200,728
Sub-total							\$200,728		\$200,728

Vendor Code: 15857-8001
North County
Health Consortium

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$0	\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-800734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svs			\$2,205,833	\$1,981,849	\$3,287,882
Grand Total All			\$3,157,927	\$1,549,015	\$4,706,942



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 282 Cottage Street, Suite 230, Littleton, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
- 4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
- 5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 12, in its entirety.

The rest of this page left intentionally blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

7/3/18
Date

[Signature]
Katja S. Fox
Director

North Country Health Consortium

6/27/18
Date

[Signature]
Name: Nancy Frank
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on June 27, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary: Public or Justice of the Peace

Tracy A. Page, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 09/18/2018
TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires September 10, 2018



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/14
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Jeffrey A. Meyers
Commissioner

Karla S. Fox
Director

9

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-857-3343 Ext. 6738
Fax: 603-271-6103 TDD Access: 1-800-733-2964
www.dhhs.nh.gov

June 18, 2018

His Excellency Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.67% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dimas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,899
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,406
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY18	\$3,167,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2018 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

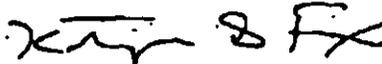
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 65.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katta S. Fox
Director



Approved by
Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RPA-2018-EDAS-01-SUBST
RFA Number

Reviewer Name

1. Linda Powers, Contract & Recovery
Services Admin II, EDAS
2. Julia Lenz, Program Specialist III,
EDAS
3. Shari Sperry, Prog Specialist IV,
Child Abuse/Harsh
4. Paul Korman, Contract Svcs
Admin, Drug & Alcohol Svcs
5. Abby Buckley, Sr Policy Analyst,
Substance Use Svcs, Observer only

- Elder Abuse
1. County of Grafton New Hampshire - Grafton
County Department of Corrections
 2. Dianna Norris of New Hampshire, Inc.
 3. Manchester Alcoholism Rehabilitation Center
 4. Manchester Alcoholism Rehabilitation Center
 5. FITTING, Inc.
 6. Grafton County New Hampshire - Grafton County
Alternative Services
 7. The Community Council of Nashua, N. H.
 8. Main Educational Systems
 9. Headrest
 10. Hope on Hivers Hill Inc.
 11. Greater Nashua Council on Alcoholism
 12. North Country Health Consortium
 13. North Country Health Consortium
 14. Pleasant Houses of New England, Inc.
 15. Seacoast Youth Services
 16. Seacoast Youth Services
 17. Southeastern New Hampshire Alcohol & Drug
Abuse Services
 18. Southeastern Alcohol & Drug Abuse Services
 19. West Central Services, Inc.
 20. White Horse Addiction Center, Inc.

Minimum of Points	Actual Points	Region
44	270	North Country
440	251	Greater Manchester
440	233	Greater Manchester
440	228	Capital
440	241	Greater Manchester
440	236	North Country
441	210	Greater Nashua
440	see below*	Upper Valley
440	233	Upper Valley
440	204	Stratford County
440	204	Greater Nashua
440	221	North Country
440	233	Carroll County
440	201	Merrimack
440	218	Dorchester
440	218	Stratford County
440	220	Dorchester
440	270	Stratford
440	201	Greater Bedford
440	138**	Carroll County

*Main Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-63-03-020310-03720000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-CF
Nashua Comm
Mental Health Vendor Code: 164119-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dartmouth Home of NH Vendor Code: TBO

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$72,391		\$72,391
Sub-total			\$72,391	\$0	\$72,391

Eastern Seals of NH
Manchester
Alcoholism Rehab
Outpatient Vendor Code: 177204-0008

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$37,288		\$37,288
Sub-total			\$37,288	\$0	\$37,288

Orton County Vendor Code: 177297-0003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$74,492		\$74,492
Sub-total			\$74,492	\$0	\$74,492

Headstart, Inc Vendor Code: 178225-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 162587-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Eyo	\$88,878		\$88,878
Sub-total			\$88,878	\$0	\$88,878

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177583-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155293-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svc	\$177,789		\$177,789
Sub-total			\$177,789	\$0	\$177,789

West Central
Services Vendor Code: 177854-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svc	\$17,842		\$17,842
Sub-total			\$17,842	\$0	\$17,842
Total Gov. Comm			\$322,234	\$0	\$322,234

03-03-03-000310-32540000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NH: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds PAID TO 10033 CFDA 93.058)

Community Council
of Nashua-Gl
Nashua Comm
Mental Health Vendor Code: 154113-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Orange Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Exp	\$167,619		\$167,619
Sub-total			\$167,619	\$0	\$167,619

Eastern Seab of NH
Manchester
Nonhollow Refresh
Curriculum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Exp	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177397-8000

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Exp	\$172,608		\$172,608
Sub-total			\$172,608	\$0	\$172,608

Headstart, Inc Vendor Code: 173226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Exp	\$103,354		\$103,354
Sub-total			\$103,354	\$0	\$103,354

North County
North Concord/Coln

Vendor Code: 154387-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Exp	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Frontier Houses of
New England, Inc. Vendor Code: 177689-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$162,875		\$162,875
Sub-total			\$162,875	\$0	\$162,875

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 165292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2018	102-600734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177684-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$41,848		\$41,848
Sub-total			\$41,848	\$0	\$41,848
Total Clinical Svc			\$2,273,833	\$0	\$2,273,833
Grand Total All			\$3,167,877	\$0	\$3,167,877

Subject: Substance Use Disorder Treatment and Recovery Support Services (REA-2019-BDAS-01-SUBST-01)

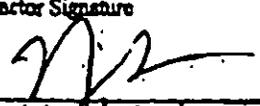
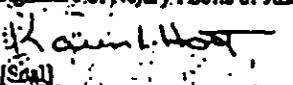
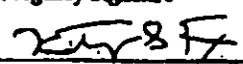
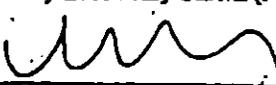
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230 Littleton, NH 03561	
1.5 Contractor Phone Number 603-259-3700 ext 223	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$287,406
1.9 Contracting Officer for State Agency E. Maria Reidermann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank, CEO	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Grafton</u> On <u>June 1, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated by block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  Notary Public (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Karen Hoyt, Notary Public KAREN L. HOYT Notary Public - New Hampshire My Commission Expires September 27, 2022			
1.14 State Agency Signature  Date: <u>4/7/18</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Vadee-Portney</u> <u>4/6/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Date

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulse, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees; and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials
Date 11/11/18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older, or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

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Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network.
 - 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services.
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours.
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services; and
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist



Exhibit A

Individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

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Exhibit A

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

NR
Date *6/1/19*



Exhibit A

- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:



Exhibit A

- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide Interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

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- 2.5.8.6. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

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2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.



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- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of

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care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care



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with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level



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- of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,



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- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

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Date *8/1/19*



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- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS>.
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements In Exhibit A-1.
- 2.9. Client Education
- 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.
- 2.10. Tobacco Free Environment
- 2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:
 - 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.



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- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

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- 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
- 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns

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having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality.
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training, or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

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Exhibit A

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission.
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter.

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- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
- 6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

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- 6.1.6.2.6. The identification of any media that had reported the event
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.



Exhibit A

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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Exhibit A

- 8.1.3.4. - Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

[Handwritten Signature]

[Handwritten Date]



Exhibit A

- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in/no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service



Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes:
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 641-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:48.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12.
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 8.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 8.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements:
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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Exhibit A-1 Operational Requirements

- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAP&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



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- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
 - 11.1. A client shall be discharged from a program for the following reasons:
 - 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
 - 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
 - 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
 - 11.3. The discharge summary shall be completed:
 - 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
 - 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
 - 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
 - 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
 - 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



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- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.8 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor; or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
- 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
- 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
- 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
- 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
- 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
- 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
- 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
- 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:

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- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 - 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



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- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



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- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
 - 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
 - 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
 - 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services.
- 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



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- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



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- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



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- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or correctional institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
- 22.4.23.2. Secure from patients or clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
- 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
- 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

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Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 10, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 10 Sliding Fee Scale for the client's applicable income level.

[Handwritten Signature]
Date *6/1/18*



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- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client falls to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Transitional Living (See Section 7 below) and
 - 5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:



Exhibit B

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below:

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

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Exhibit B

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- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
 - 6.3.3. The Contractor shall maintain documentation of the following:
 - 6.3.3.1. WITS Client ID #;
 - 6.3.3.2. Date of Service;
 - 6.3.3.3. Description of service;
 - 6.3.3.4. Associated Medicaid Code;
 - 6.3.3.5. Charge for the service;
 - 6.3.3.6. Client cost share for the service; and
 - 6.3.3.7. Amount being billed to the Department for the service.
 - 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.
 - 7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment
 - 7.1. The Contractor may charge the client fees for room and board, in addition to:
 - 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
 - 7.1.2. The charges to the Department
 - 7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:



Exhibit B

If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.
8. Charging for Clinical Services under Transitional Living
- 8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.
- 8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.
9. Additional Billing Information: Intensive Case Management Services:
- 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
- 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.



Exhibit B

10. Sliding Fee Scale

10.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

10.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

10.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

11. Submitting Charges for Payment

11.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

11.1.5. Submit separate batches for each billing month.

Vendor Initials: MT
Date: 6/1/18



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- 11.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 11.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
12. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
13. Funds in this contract may not be used to replace funding for a program already funded from another source.
14. The Contractor will keep detailed records of their activities related to Department funded programs and services.
15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 17.2.1. Make cash payments to intended recipients of substance abuse services.
 - 17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

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Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-85 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.80	15 min
Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	\$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$18.50	15 min
Recovery Support Services: Group Intensive Case Management	\$5.50	15 min



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

Contractor Initials

[Handwritten Signature]

Date

6/1/14



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1988 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000).

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.808.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.808 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 19.6. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
Date *6/1/16*



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.8 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.6 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor Identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
128 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

Nancy Frank

Date: 6/1/12

Name: Nancy Frank
Title: CEO

Contractor Initials: NF

Date: 6/1/12



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-L)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

6/1/12
Date

Nancy Frank
Name: Nancy Frank
Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

na
Date 6/1/12



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for, otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date: 6/1/18

W. Frank
Name: W. Frank
Title: CEO

Contractor Initials: W.F.
Date: 6/1/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 6672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239; enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Contractor Initials

[Handwritten Signature]

07/14
Rev. 10/21/14

Page 1 of 2

Date *6/1/16*

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

6/1/12
Date

[Signature]
Name: Gary Frank
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Acquisition/Union, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

GF

Date

6/1/12



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/14/18
Date

M. J. Frank
Name: Mary Frank
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor Identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "Individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- 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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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 (1). 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.

3/20/14

Contractor Initials

RB

Date 6/1/14



Exhibit I

pursuant to this Agreement, with rights of enforcement and Indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to Individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by Individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

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Date



Exhibit I

- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

North Country Health Association
Name of the Contractor

[Signature]
Signature of Authorized Representative

Nancy Frink
Name of Authorized Representative

CEO
Title of Authorized Representative

6/1/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-282, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/1/18
Date


Name: Nancy Frank
Title: CEO



FORM A

As the Contractor identified in Section 1:3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 017711198
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes: attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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[Handwritten date: 6/1/18]

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Handwritten date: 6/1/18

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Handwritten Signature]
Date *6/1/18*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach; including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify incidents;
2. Determine if personally identifiable information is involved in incidents;
3. Report suspected or confirmed incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents; and

nd
6/1/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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6/1/18

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,088,750.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:
6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$1,376,750**.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

[Signature]
Name: Katja S. Fox
Title: Director

7/26/2019
Date

Phoenix Houses of New England Inc.
[Signature]
Name: Pete Mumma
Title: President & CEO

Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JULY 26, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ENA E. PARADYSZ NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date


Name: Tahmina Rakhmatova
Title: attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents, required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393

Certificate Number: 0004524574



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, SHERI L. SWEITZER, CHAIRPERSON, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of PHOENIX HOUSES OF NEW ENGLAND, INC.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/4/19:
(Date)

RESOLVED: That the PRESIDENT & CHIEF EXECUTIVE OFFICER
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26th day of JULY, 2019.
(Date Contract Signed)

4. PETER MUHHA is the duly elected PRESIDENT & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sheri L. Sweitzer

(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ RHODE ISLAND

County of PROVIDENCE

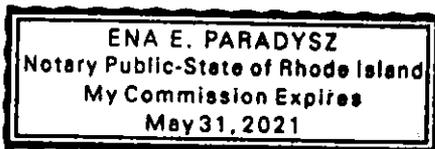
The forgoing instrument was acknowledged before me this 26th day of JULY, 2019.

By SHERI SWEITZER - CHAIRPERSON
(Name of Elected Officer of the Agency)

Ena E. Paradysz
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/31/21



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shopley PO Box 549 Providence, RI 02901-0549 401 435-3600	CONTACT NAME: Celeste Carlson	
	PHONE (A/C, No, Ext): 508-347-2616 FAX (A/C, No): 774-487-3157 E-MAIL ADDRESS: ccarlson@starshep.com	
INSURED Phoenix House of New England, Inc. 89 Wayland Avenue, Suite 100 Providence, RI 02906	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Ins. Cos.	18058
	INSURER B: Beacon Mutual Ins Co	24017
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> As required by <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1963633	03/30/2019	03/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	PHPK1963635	03/30/2019	03/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	PHUB670450	03/30/2019	03/30/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	85133	03/30/2019	03/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab		PHPK1963633			\$1MIL/\$3MIL
A	Abuse, Molestatio		PHPK1963633			\$1MIL/\$3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire is considered an Additional Insured, with regards to General Liability, as required by written contract, agreement or permit.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



Phoenix House
Rising Above Addiction

Mission Statement

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

**Financial Statements and Supplementary
Information Together With
Report of Independent Certified Public Accountants**

PHOENIX HOUSES OF NEW ENGLAND, INC.

June 30, 2018 and 2017

PHOENIX HOUSES OF NEW ENGLAND, INC.

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Phoenix Houses of New England, Inc.:

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PH New England as of June 30, 2018 and 2017, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As further detailed in Note 1 to the accompanying financial statements, PH New England has recurring operating losses. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 1. Our opinion is not modified with respect to this matter.

Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2018 and 2017, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Grant Thornton LLP

New York, New York
May 3, 2019

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Financial Position
As of June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 856,310	\$ 140,047
Due from government agencies, net of allowance of approximately \$1,323,000 and \$590,000 in 2018 and 2017, respectively	1,540,081	2,074,277
Other receivables, net of allowance of approximately \$307,000 and \$1,207,000 in 2018 and 2017, respectively	368,659	1,602,515
Contributions receivable (Note 4)	9,128	47,178
Prepaid expenses and other assets	152,651	101,549
Current portion of note receivable (Note 5)	<u>5,000</u>	<u>5,000</u>
Total current assets	<u>2,931,829</u>	<u>3,970,566</u>
Notes receivable, net of current portion (Note 5)	145,000	150,000
Property and equipment, net (Note 6)	<u>3,087,749</u>	<u>5,304,974</u>
Total assets	<u>\$ 6,164,578</u>	<u>\$ 9,425,540</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 841,758	\$ 1,185,451
Due to government agencies	7,275	49,070
Current portion of long-term debt (Note 7)	<u>80,564</u>	<u>145,509</u>
Total current liabilities	<u>929,597</u>	<u>1,380,030</u>
Due to Parent (Note 3)	5,353,377	3,228,278
Long-term debt, net of current portion (Note 7)	<u>-</u>	<u>528,910</u>
Total liabilities	<u>6,282,974</u>	<u>5,137,218</u>
Commitments and contingencies (Note 12)		
NET ASSETS		
Unrestricted	(294,946)	4,096,483
Temporarily restricted (Note 9)	<u>176,550</u>	<u>191,839</u>
Total net assets	<u>(118,396)</u>	<u>4,288,322</u>
Total liabilities and net assets	<u>\$ 6,164,578</u>	<u>\$ 9,425,540</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	\$ 8,898,800	\$ -	\$ 8,898,800
Client and third-party revenue (Note 8)	8,791,429	-	8,791,429
Donated goods and services	204,557	-	204,557
Grants and contributions	51,472	87,728	139,200
Special event revenue, net of costs of direct benefits to donors of approximately \$1,314	1,575	-	1,575
Other revenue	11,636	-	11,636
Net assets released from restrictions	21,495	(21,495)	-
Total operating revenues and support	<u>17,980,964</u>	<u>66,233</u>	<u>18,047,197</u>
EXPENSES (Note 11)			
Salaries	9,755,087	-	9,755,087
Employee benefits and payroll taxes	2,373,039	-	2,373,039
Consulting and contractual services	1,917,450	-	1,917,450
Resident sustenance	1,071,566	-	1,071,566
Occupancy costs	1,792,769	-	1,792,769
Vehicle costs	158,353	-	158,353
Communications	509,086	-	509,086
Office and program supplies	732,660	-	732,660
Insurance	452,922	-	452,922
Travel	176,895	-	176,895
Interest	17,891	-	17,891
Miscellaneous	117,029	-	117,029
Repairs and maintenance	484,973	-	484,973
Depreciation and amortization	471,554	-	471,554
Administrative charges from Parent	1,710,895	-	1,710,895
Total operating expenses	<u>21,742,169</u>	<u>-</u>	<u>21,742,169</u>
(Loss) income from operations	<u>(3,761,205)</u>	<u>66,233</u>	<u>(3,694,972)</u>
OTHER ITEMS			
Depreciation on capital assets funded by government grants	(22,669)	-	(22,669)
Loss on disposal of property and equipment	(699,133)	-	(699,133)
	<u>(721,802)</u>	<u>-</u>	<u>(721,802)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(4,483,007)</u>	<u>66,233</u>	<u>(4,416,774)</u>
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	10,056	10,056
Net assets released for capital initiatives	91,578	(91,578)	-
Changes in net assets	<u>(4,391,429)</u>	<u>(15,289)</u>	<u>(4,406,718)</u>
Net assets, beginning of year	4,096,483	191,839	4,288,322
Net assets, end of year	<u>\$ (294,946)</u>	<u>\$ 176,550</u>	<u>\$ (118,396)</u>

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2017

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	\$ 10,165,299	\$ -	\$ 10,165,299
Client and third-party revenue (Note 8)	13,982,349	-	13,982,349
Donated goods and services	205,551	-	205,551
Grants and contributions	62,978	24,219	87,197
Special event revenue, net of costs of direct benefits to donors of approximately \$23,000	124,160	-	124,160
Other revenue	52,195	-	52,195
Net assets released from restrictions	19,947	(19,947)	-
Total operating revenues and support	<u>24,612,479</u>	<u>4,272</u>	<u>24,616,751</u>
EXPENSES (Note 11)			
Salaries	11,155,898	-	11,155,898
Employee benefits and payroll taxes	2,400,580	-	2,400,580
Consulting and contractual services	2,790,225	-	2,790,225
Resident sustenance	1,379,893	-	1,379,893
Occupancy costs	2,167,136	-	2,167,136
Vehicle costs	189,687	-	189,687
Communications	537,057	-	537,057
Office and program supplies	849,852	-	849,852
Insurance	497,807	-	497,807
Travel	241,836	-	241,836
Interest	42,557	-	42,557
Miscellaneous	235,961	-	235,961
Repairs and maintenance	549,075	-	549,075
Depreciation and amortization	578,932	-	578,932
Administrative charges from Parent	1,117,000	-	1,117,000
Total operating expenses	<u>24,733,496</u>	<u>-</u>	<u>24,733,496</u>
(Loss) income from operations	<u>(121,017)</u>	<u>4,272</u>	<u>(116,745)</u>
OTHER ITEM			
Depreciation on capital assets funded by government grants	<u>(32,372)</u>	<u>-</u>	<u>(32,372)</u>
(Deficiency in) excess of revenues and support over expenses and other items	<u>(153,389)</u>	<u>4,272</u>	<u>(149,117)</u>
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	76,720	76,720
Net assets released for capital initiatives	11,676	(11,676)	-
Changes in net assets	<u>(141,713)</u>	<u>69,316</u>	<u>(72,397)</u>
Net assets, beginning of year	<u>4,238,196</u>	<u>122,523</u>	<u>4,360,719</u>
Net assets, end of year	<u>\$ 4,096,483</u>	<u>\$ 191,839</u>	<u>\$ 4,288,322</u>

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Cash Flows
For the years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ (4,406,718)	\$ (72,397)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	1,533,144	(513,552)
Depreciation and amortization	494,223	611,304
Forgiveness of notes receivable	-	5,000
Contributions restricted for capital expenditures	(10,056)	(76,720)
Loss on disposal of property and equipment	699,133	-
Changes in operating assets and liabilities:		
Due from government agencies	(209,206)	843,326
Other receivables	444,116	215,659
Contributions receivable	38,050	(23,753)
Prepaid expenses and other assets	(46,102)	182,229
Accounts payable and accrued expenses	(343,695)	(188,317)
Due to government agencies	(41,795)	4,315
Due to Parent	<u>2,125,099</u>	<u>(405,104)</u>
Net cash provided by operating activities	<u>276,193</u>	<u>581,990</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	1,236,750	-
Purchases of property and equipment	<u>(212,881)</u>	<u>(363,600)</u>
Net cash provided by (used in) investing activities	<u>1,023,869</u>	<u>(363,600)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for capital expenditures	10,056	76,720
Principal payments on long-term debt	<u>(593,855)</u>	<u>(204,285)</u>
Net cash used in financing activities	<u>(583,799)</u>	<u>(127,565)</u>
Net increase in cash and cash equivalents	716,263	90,825
Cash and cash equivalents, beginning of year	<u>140,047</u>	<u>49,222</u>
Cash and cash equivalents, end of year	<u>\$ 856,310</u>	<u>\$ 140,047</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 17,890</u>	<u>\$ 42,557</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Through June 30, 2016, Phoenix House Foundation, Inc. was the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

On April 11, 2016, a new corporation, named "Phoenix House," was incorporated in the State of Minnesota. Phoenix House is a nonprofit corporation which, effective September 29, 2017, was granted recognition of its federal tax exempt status as an organization described in Internal Revenue Code § 501(c)(3).

As of July 1, 2016, Phoenix House (the "Parent") became the sole corporate member of the following affiliated organizations: Phoenix House Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix House Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

The accompanying 2018 and 2017 financial statements reflect losses from operations totaling \$3,694,972 and \$116,745, respectively. In order to address the operating deficits and ensure the long-term viability of PH New England's program services, management and the Board are evaluating the discontinuation of unprofitable programs and will restructure the remaining programs in order to improve operating margins. Further, subsequent to year-end, the Parent began to undertake a restructuring plan for the Phoenix House organization as a whole. The thrust of the restructuring plan is to right-size the infrastructure and adjust the revenue mix with the principal goal of improving cash flows and ensuring the sustainability of the regional affiliates. During March 2019, the Board of the Parent voted to dissolve the sole corporate member (the Phoenix House parent entity, incorporated in Minnesota). The effect of this dissolution will cause PH New England to become a stand-alone entity, with a self-governing operating board. All amounts owed to Phoenix House Foundation, Inc. ("PH Foundation") by PH New England, as of the dissolution date, have been forgiven. Additionally, during fiscal 2019, PH Foundation made a non-reciprocal transfer of \$2 million in cash to PH New England to provide additional liquidity for operations, and PH Foundation will license the "Phoenix House" name and intellectual property to PH New England, at no cost.

Following the effectuation of the dissolution of the sole corporate member, PH Foundation will have no further obligation to support the operations of PH New England.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2018 and 2017.

Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods and services represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

Donated Goods and Services

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended. Donated goods received during the years ended June 30, 2018 and 2017 totaled approximately \$145,000 and \$189,000, respectively.

PH New England receives contributed legal services that meet the criteria established by US GAAP for recognition as contributions. Such services are recorded as part of donated goods and services on the statement of operations and changes in net assets at fair value. Donated services received during the years ended June 30, 2018 and 2017 approximated \$59,000 and \$17,000, respectively.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on capital assets funded with government grants and losses on disposals of property and equipment. The statement of operations and changes in net assets also includes the caption "(deficiency in) excess of revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

Revenue and Support

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator. There were contributions of approximately \$10,000 and \$77,000 restricted by donors for the acquisition of property and equipment received during the years ended June 30, 2018 and 2017, respectively.

Special Events Revenue

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2018 and 2017, direct benefits to donors totaled approximately \$1,300 and \$23,000, respectively.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Government Contract Revenue

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

Client and Third-Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 81% and 73% of total client and third-party revenue for the years ended June 30, 2018 and 2017, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2018 and 2017, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2018 and 2017, are as follows:

	<u>2018</u>	<u>2017</u>
Medicaid/Managed Medicaid	35 %	27 %
Commercial insurance	16	43
Other third-party payors	<u>49</u>	<u>30</u>
	<u>100 %</u>	<u>100 %</u>

Income Taxes

PH New England follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

PH New England is exempt from federal income tax under IRC Section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the accompanying financial statements.

Subsequent Events

PH New England evaluated its subsequent events through May 3, 2019, the date these financial statements were available to be issued, and determined that there are no matters to report, other than the matters described in Notes 1 and 3.

3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For the years ended June 30, 2018 and 2017, such allocated charges totaled approximately \$1,711,000 and \$1,117,000, respectively, and are included as part of administrative charges from Parent on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursable basis. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to (from) the Parent as

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately \$5,353,000 and \$3,228,000 as of June 30, 2018 and 2017, respectively, relate to costs incurred by PH New England, but paid for by the Parent. Subsequent to June 30, 2018, the Parent forgave all amounts due from PH New England, as more fully described in Note 1.

4. CONTRIBUTIONS RECEIVABLE

At June 30, 2018 and 2017, contributions receivable consist of unconditional promises to give of approximately \$9,000 and \$47,000, respectively, which are expected to be collected within one year.

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2018 and 2017, the balance of this note receivable was \$75,000 and \$80,000, respectively. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the due date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2018 and 2017, the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$50,000 for each of the years ended June 30, 2018 and 2017.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Notes to Financial Statements
June 30, 2018 and 2017

6. PROPERTY AND EQUIPMENT, NET

At June 30, 2018 and 2017, property and equipment, net, consists approximately of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 77,000	\$ 77,000
Buildings and improvements	8,520,000	11,505,000
Furniture, fixtures and equipment	1,186,000	1,522,000
Computer equipment	784,000	846,000
Vehicles	45,000	45,000
Construction in progress	<u>60,000</u>	<u>-</u>
	10,672,000	13,995,000
Less: Accumulated depreciation and amortization	<u>(7,584,000)</u>	<u>(8,690,000)</u>
	<u>\$ 3,088,000</u>	<u>\$ 5,305,000</u>

During fiscal 2018, PH New England sold its Ottmar property for \$676,000 and terminated its lease of the Quincy property, which entailed the landlord paying PH New England \$390,000 for the abandoned furniture, equipment and improvements made to the space. In connection with these sales and disposals, a net loss of approximately \$699,000 was recognized and is reflected as loss on disposal of property and equipment on the accompanying 2018 statement of operations and changes in net assets.

7. LONG-TERM DEBT

At June 30, 2018 and 2017, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate resets in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage were secured by the property purchased. During the year ended June 30, 2017, the balance of this loan was repaid, in accordance with the terms of the loan agreement.
- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46%, due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed at that rate through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield,

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

MA. At June 30, 2018 and 2017, the balance of this mortgage payable was approximately \$81,000 and \$98,000, respectively.

- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of \$400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. In December 2017, the Quincy location was closed and the remaining loan balance of approximately \$105,000 was repaid in January 2018. At June 30, 2017, the balance of this mortgage payable was approximately \$150,000.
- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. In December 2017, the Quincy location was closed and the remaining loan balance of approximately \$418,000 was repaid in January 2018. At June 30, 2017, the balance of this mortgage payable was approximately \$426,000.

Approximate remaining principal payments due on current debt obligations total approximately \$81,000; all of which are due to be paid during the year ended June 30, 2019.

8. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2018 and 2017, client and third-party revenue consists approximately of the following:

	<u>2018</u>	<u>2017</u>
Healthcare services	\$ 7,117,000	\$ 10,202,000
Food stamps	69,000	59,000
Private insurance and client payments	1,415,000	3,423,000
Client fees	<u>190,000</u>	<u>298,000</u>
	<u>\$ 8,791,000</u>	<u>\$ 13,982,000</u>

9. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2018 and 2017, temporarily restricted net assets are available for the following purposes:

	<u>2018</u>	<u>2017</u>
Capital initiatives	\$ 28,000	\$ 70,000
Program initiatives	<u>149,000</u>	<u>122,000</u>
	<u>\$ 177,000</u>	<u>\$ 192,000</u>

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

For the years ended June 30, 2018 and 2017, net assets totaling approximately \$113,000 and \$32,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

10. RETIREMENT PLANS

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes a 3.5% non-elective Safe Harbor contribution to the plan and annual 50% matching contributions of up to 5% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2018 and 2017, totaled approximately \$295,000 and \$218,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

PH New England has a 457(b) deferred compensation plan, which is administered by the Parent, to provide certain employees of PH New England with the benefit of additional tax-deferred retirement savings opportunities. The annual 457(b) deferral limitation for 2018 and 2017 was \$18,500 and 18,000 per year, respectively. This plan is entirely funded by employee salary deferrals. Plan assets and liabilities pertaining to the 457(b) plan, which are immaterial to the accompanying financial statements, have not been recognized.

11. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2018 and 2017, are approximately as follows:

	<u>2018</u>	<u>2017</u>
Residential treatment services	\$ 11,061,000	\$ 12,468,000
Ambulatory treatment services	1,201,000	2,071,000
Healthcare services	4,892,000	6,314,000
Administration and general	4,493,000	3,750,000
Fundraising	<u>95,000</u>	<u>130,000</u>
Total expenses	<u>\$ 21,742,000</u>	<u>\$ 24,733,000</u>

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients. Healthcare services are costs associated with providing primary medical and dental treatment to clients.

Supporting services represent costs for administration and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

PHOENIX HOUSES OF NEW ENGLAND, INC.

Notes to Financial Statements

June 30, 2018 and 2017

12. COMMITMENTS AND CONTINGENCIES

Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2024. Total expense under these leases was approximately \$955,000 and \$1,223,000 for the years ended June 30, 2018 and 2017, respectively.

Future minimum rental payments due are approximately as follows for the years ending June 30:

2019	\$ 655,000
2020	447,000
2021	377,000
2022	253,000
2023	124,000
2024	<u>127,000</u>
	<u>\$ 1,983,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$190,000 and \$210,000 for the years ended June 30, 2018 and 2017, respectively.

Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

SUPPLEMENTARY INFORMATION

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplementary Information - Schedule of Functional Expenses
For the year ended June 30, 2018

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund- raising	Total	Total
Salaries	\$ 5,221,347	\$ 808,463	\$ 2,401,251	\$ 8,431,061	\$ 1,274,861	\$ 49,165	\$ 1,324,026	\$ 9,755,087
Employee benefits and payroll taxes	1,276,385	218,928	593,343	2,088,656	272,240	12,143	284,383	2,373,039
Consulting and contractual services	676,109	18,483	569,012	1,263,604	653,846	-	653,846	1,917,450
Resident sustenance	776,891	-	294,675	1,071,566	-	-	-	1,071,566
Occupancy costs	1,198,495	55,075	285,727	1,539,297	237,800	15,672	253,472	1,792,769
Vehicle costs	104,365	830	21,543	126,738	31,615	-	31,615	158,353
Communications	336,237	15,116	100,883	452,236	54,201	2,649	56,850	509,086
Office and program supplies	443,572	11,778	226,980	682,330	39,827	10,503	50,330	732,660
Insurance	272,118	35,715	77,418	385,251	66,264	1,407	67,671	452,922
Travel	58,828	18,188	55,717	132,733	42,323	1,839	44,162	176,895
Interest	10,722	-	7,083	17,805	86	-	86	17,891
Miscellaneous	65,584	6,021	23,289	94,894	21,693	442	22,135	117,029
Repairs and maintenance	308,799	8,323	137,845	454,967	29,171	835	30,006	484,973
Depreciation and amortization	311,254	4,753	97,040	413,047	58,138	369	58,507	471,554
Administrative charges from Parent	-	-	-	-	1,710,895	-	1,710,895	1,710,895
Total expenses reported by function	\$ 11,060,706	\$ 1,201,673	\$ 4,891,806	\$ 17,154,185	\$ 4,492,960	\$ 95,024	\$ 4,587,984	\$ 21,742,169

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplementary Information - Schedule of Functional Expenses
For the year ended June 30, 2017

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	\$ 5,392,996	\$ 1,359,254	\$ 2,861,219	\$ 9,613,469	\$ 1,469,455	\$ 72,974	\$ 1,542,429	\$ 11,155,898
Employee benefits and payroll taxes	1,226,379	330,011	648,564	2,204,954	179,600	16,026	195,626	2,400,580
Consulting and contractual services	1,320,601	117,541	1,127,747	2,565,889	224,336	-	224,336	2,790,225
Resident sustenance	962,682	27	417,184	1,379,893	-	-	-	1,379,893
Occupancy costs	1,380,771	88,536	400,392	1,869,699	283,006	14,431	297,437	2,167,136
Vehicle costs	105,325	7,031	22,689	135,045	54,642	-	54,642	189,687
Communications	337,071	25,763	102,198	465,032	66,489	5,536	72,025	537,057
Office and program supplies	477,084	23,029	279,625	779,738	54,747	15,367	70,114	849,852
Insurance	282,480	50,472	84,400	417,352	79,060	1,395	80,455	497,807
Travel	90,044	38,512	49,634	178,190	61,620	2,026	63,646	241,836
Interest	24,252	-	18,305	42,557	-	-	-	42,557
Miscellaneous	101,299	8,735	45,325	155,359	79,020	1,582	80,602	235,961
Repairs and maintenance	359,235	14,389	126,233	499,857	48,502	716	49,218	549,075
Depreciation and amortization	407,532	7,941	130,439	545,912	32,651	369	33,020	578,932
Administrative charges from Parent	-	-	-	-	1,117,000	-	1,117,000	1,117,000
Total expenses reported by function	\$ 12,467,751	\$ 2,071,241	\$ 6,313,954	\$ 20,852,946	\$ 3,750,128	\$ 130,422	\$ 3,880,550	\$ 24,733,496

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND

Board of Directors

July 1, 2018 - June 30, 2019

CHAIR

SHERI L. SWEITZER

[REDACTED]

WILLIAM T. FISHER, JR., Ed.D., M.E.D, M.S.W.
Assistant Dean for Field Education & Professor
Springfield College School of Social Work

[REDACTED]

RICHARD K. BACIK
Consultant

[REDACTED]

THE HONORABLE MAUREN MCKENNA GOLDBERG
Senior Associate Justice
Rhode Island Supreme Court

[REDACTED]

SEAN T. COTTRELL
Vice President
Starkweather & Shepley Insurance Brokerage, Inc.

[REDACTED]

NATALIE LESIEUR-MOLAK

[REDACTED]

SUSAN DEVLIN
Owner
Nurture Salon and Spa

[REDACTED]

RANDY R. MARTINEZ
Director, Diversity Strategy & Management
CVS Health

[REDACTED]

BRENDAN DOHERTY
Director, Special Investigations Unit
Blue Cross Blue Shield Rhode Island

[REDACTED]

DONALD P. WOLFE

[REDACTED]

PETE MUMMA, MS

BEHAVIORAL HEALTHCARE EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, integrated care, population health and wellness, clinical and administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in integrated care, global budget, population health and wellness, tele-medicine (tele-psychiatry) & overall cost of care reduction.

VALUE OFFERED

- | | |
|---|--|
| D Integrated care design & implementation | D Multi-site strategic & operational oversight |
| D Strategic planning & Global Budget | D Policy development & implementation |
| D Population health and wellness focused | D Financial Accountability / P&L |
| D Quality & performance enhancement | D Evidence-based decision making |
| D Clinically aligned throughput focus | D Multiple-stakeholder solution focus |
| D Program transformation & administration | D Complex statistical trend analysis |
| D Experience working with legislators | D Payer and contract negotiations |

INNOVATIONS AND ACCOMPLISHMENTS

Phoenix Houses of New England
Providence, RI

September 2017
present

Senior Vice President, New England Regional Executive

LifeBridge Health, Baltimore, MD

2014-2017

LifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

System Director, Psychiatry and Behavioral Health, LifeBridge Health
Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

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Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association - Behavioral Health Executive Task Force
Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee
Advanced Health Collaborative - Behavioral Health Executive Task Force

Behavioral Health Executive Consultant 2013 - present

National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites. Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

Lancaster General Health, Lancaster, PA 2009 - 2014
54 outpatient sites, 640-bed, 3rc1-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals - Top 50, US News & World Report.

Administrative Director, Behavioral Health Service Line

Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, including inpatient, outpatient, consult / liaison service, psych emergency services, integrated behavioral health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

D Enhanced departmental net revenue by \$1.5 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.

D Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.

D Initiated and directed a turnaround / total overhaul of the clinical model of care.

D Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 6-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.

D Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.

- D Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.
- D Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.
- D Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.
- D Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and nonmedical staff within the Health Network and to the surrounding community.

University of Maryland Medical System, Baltimore, MD

1992 to 2007

Very large, multi-hospital, quaternary care, academic medical center and lead agency, with a complete psychiatric continuum of care.

Manager, Psychiatric Assessment and Referral Center (1996 to 2007)

- D Led several major initiatives that improved projected net collections by \$2+M annually for inpatient psychiatry, and substantially strengthened access to care.
- D Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.
- D Identified insurance billing problems and implemented swift corrective action to reverse a \$4M annual loss trend.
- D Presented legal cases, coordinated testimony, called witnesses under direct- and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.
- O Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.
- O Computerized operations designed, programmed, and administrated complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

Clinical Admissions Coordinator (1993 to 1996)

Psychiatric Counselor (1992 to 1994)

EDUCATION

M.B.A., Health Care Management (*in progress, thesis phase*), York College of PA, York, PA

M.S., Applied Psychology, University of Baltimore, Baltimore, MD, 1998

B.A., Psychology, Goucher College, Towson, MD, 1992

PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE

American College of Healthcare Executives (ACHE) (2003 to present)
Board of Directors, Aavidum. (2013-2014)
Exec. Comm. Member, Lancaster CoJ Suicide Prevention Coalition. MHA (2012-2014)
President, Board of Directors, NAMI -Wilmington, NC Chapter (2008-2009)
Exec. Board Member, United Way - Ten Year Plan to End Chronic Homelessness -Wilmington, C
(2008-2009)

POLICY AND LEGISLATIVE

Lancaster Health Improvement Partnership (b HIP) - Lancaster Chamber of Commerce
Community Needs Health Assessment and Planning Committee, 2013

Management and Operations Reform - State Psychiatric Hospitals of North Carolina, Mental Health
Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

New Hanover County Health Summit,
University of North Carolina -Wilmington,
Facilitator, roundtable discussion: "Enhancing Access to Mental Health Care"

SPECIALIZED EXPERIENCE

Incident Command Structure (ICS): Applying ICS to Health-care Organizations and Hospitals CI-200, Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

National Incident Management System (NIMS) (I-700), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical Incident Stress Management, Intermediate - NC SE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid." PA Emergency Behavioral Health Institute / American Red Cross, 5/2010

Employment History

PHNE Regional Director of Continuous Quality Improvement & Risk Management
& Interim Sr. Program Director of VT, NH, Western MA July '17 – present

PHNE – Quality Improvement – Regional Director (Part-time) Jan '11- July '17

PHTSS - Transitional Support Services - Program Director April '08 – July '17

- Program Director of 25 co-ed adult beds & Clinical Supervisor of 20 staff.

PH Academy – Feb. '07 – April '08

- Senior Counselor & part of Management team

Part-time Marriage & Family Therapy Private Practice, CT/MA June 1993 - 2009

Behavioral Health Network (BHN) - January 2006 - July 2006

- Outpatient Clinician

- Case Manager to Victims of Clergy Sexual Abuse

South Congregational Church, Lay Minister (Assistant to Pastor) Jan 2000 – Jan 2006

Agawam Congregational Church, Lay Minister (Assistant to Pastor) 1995 -1999

Graduate Studies September 1989 - January 1993

Mortgage Backed Securities Broker, Garban Limited, Wall Street,

- Desk Manager (25 brokers), Assistant Desk Manager (125 brokers) Aug '84-Aug '89

Darby O'Brien Advertising, Account Executive (TV/Radio Prod.), Springfield, MA 1982 - '84

Education

Masters degree, Marriage & Family Therapy (Systems Theory)

Clinical member of the American Association of Marriage & Family Therapy
regularly participating in continuing education workshops

Saint Joseph's College, West Hartford, CT, 1989 - 93

BA, Saint Alphonsus College, (Liberal Arts), Suffield, CT, 1981

Continuing Education: Certified in MET/CBT 5, Cultural Competency, NIATx, SIV,
STAR (Seminars on Trauma Awareness & Recovery), Conflict Transformation &
Management, Eastern Mennonite University, VA 2004, Natural Family systems theory
study group, EEYM (Effective Education for Youth Ministry & Christian Educators)

Proven Skills

Employee Supervision; hiring and supervising paid and volunteer staff

Financial Management; fundraising; budget creation & implementation

Communication; supervising editor of content, layout & design of newsletters & web page

Organizational Training & Development; teaching/training for staff & volunteers

Volunteer Recruitment; in not-for-profit settings where volunteers are critical to success

Administration; making order out of chaos; imaginative problem-solver; expert team builder,
easy to work with; able to make difficult decisions; creating, organizing, and executing
projects, workshops, etc; accustomed to working with boards and committees

AMELIE GOODING MA

SKILLS:

Thirty years of management and clinical experience in substance use and mental health disorders, with a focus on intervention treatment, and recovery services
Expertise in staff hiring, training, and both clinical and administrative supervision
Responsible for developing a continuum of care from outpatient services to detoxification, residential rehabilitation, and partial hospital level of care
Oversee and report on related quality assurance and outcome measures
Member of National Clinical Transformation Team for Phoenix House
Fiscal oversight of a budget which grew from \$850,000 to over 2 million dollars.
Psychiatric and substance use assessment and interviewing skills
Individual, group and family psychotherapy skills
Team building and Motivational Enhancement expertise
Experience teaching a college level substance abuse disorders course
Public relations and community development experience
Fully fluent in French

PROFESSIONAL EXPERIENCE:

**6/1997-present: SENIOR PROGRAM DIRECTOR
Phoenix House-Keene Center, Keene NH**

Manage a continuum of care ranging from residential detoxification and treatment to outpatient services; develop multi-level of care programs (PHP and IOP) with medication assisted detoxification and treatment. Develop new payment streams and referral sources; oversee and conduct insurance authorizations and utilization reviews; serve on various committees and taskforces; work closely with community partners and agencies; maintain CARF accreditation.

**9/2000-2010: CLINICAL CONSULTANT
Vermont Academy, Saxtons River VT**

Conduct alcohol and drug assessments on students caught using alcohol and/or other drugs. Interview student and parents and submit report to student, family and school.

**6/1997-4/1999: CLINICAL DIRECTOR
Marathon Behavioral Treatment Services, Keene NH**

Develop, implement and direct residential substance abuse and co-occurring treatment; oversee detoxification services, Outpatient services, including a prison diversion program, and Transitional Living program. Hire, train, and supervise a clinical staff of 10. Implement and oversee Quality Assurance and Safety and Health programs. Assure compliance with CARF standards and federal and state regulations.

**7/94-10/96: NATIONAL SALES MANAGER
Momentum Clothing, LTD. Keene, NH**

Hire and oversee a six-member national sales force; member of a three-person team responsible for design, production, distribution and sales of five collections a year of women's clothing; sales and customer relations; travel to India for fabric design and production.

**1/93-6/94 THERAPIST AND YOUTH COUNSELOR
The Youth Resource Center Keene NH and Northfield Mt. Herman School,
Northfield, MA**

Conduct weekly group psychotherapy for students with alcohol and other substance misuse problems; also work with high school drop outs in obtaining GEDs and employment, as well as providing individual counseling for that population.

**10/91-11/92: CLINICAL DIRECTOR OF DUAL DIAGNOSIS SERVICES
Spofford Hall, Spofford NH**

Manage a 15-bed inpatient rehabilitation unit and supervise a 12 -member clinical staff; develop and implement dual diagnosis program; conduct individual and group therapy; conduct treatment planning, quality assurance and clinical supervision.

**10/85-9/91: PROGRAM DIRECTOR, MENTAL HEALTH UNIT
The Cheshire Medical Center, Keene NH**

Hire and supervise a seven-member clinical staff; implement and oversee inpatient programming for 10 adults and 10 adolescents; ER triage and assessment and crisis management; initiate and co-sponsor quarterly educational symposia for professional community; write brochures and handbooks; group psychotherapy facilitator.

**9/83-8/85: COORDINATOR OF PSYCHIATRIC SERVICES /STAFF THERAPIST
C.B. Wilson Center, Faribault, MN**

Clinically manage a ten-bed adolescent unit and carry a case load of five clients for individual therapy (5 times weekly) and case management; co-lead four groups weekly; facilitate team meeting and write up weekly treatment plans.

**12/75-6/79: FASHION DESIGN ASSISTANT/EDITORIAL STAFF MEMBER
GIORGIO SANT'ANGELO DESIGN; VOGUE and ALL IN STYLE MAGAZINES
New York, NY**

EDUCATION:

1983 **ANTIOCH UNIVERSITY**
MASTERS OF ARTS IN COUNSELING
Adolescent specialization

1975 **VASSAR COLLEGE**
BACHELOR OF ARTS
double major: French and Psychology

SORBONNE UNIVERSITY
Diplome de Langue et de Civilization Francaise

LICENSURE:

1985: Licensed as a Master's level Psychologist in Minnesota
1999: Licensed as a Clinical Mental Health Counselor in New Hampshire
2001: Licensed as a Master's level Drug and Alcohol Counselor in New Hampshire

References available upon request

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Peter A. Dal Pra LADC, LCS, ICADC, ICCS

[REDACTED]
[REDACTED] 03
[REDACTED]

EDUCATION

New Hampshire Technical Institute
Concord, New Hampshire
Associate in Science Degree in Human Services with a Major in Alcohol and
Drug Abuse Counseling.
Received May 20, 1994 with Honors.

**PROFESSIONAL
EXPERIENCE**

March 2, 2009 To Present	Phoenix Houses of New England Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborn Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

**PROFESSIONAL
SOCIETIES**

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

PERSONAL

Adjunct Faculty Concord Community College (NH) Concord NH 2015, 2016, 2017
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439
Licensed Clinical Supervisor, August 2006 Lic # 029
Internationally Certified Alcohol & Drug Counselor ICADC # 19095
Internationally Certified Clinical Supervisor ICCS # 01965
Nationally Certified Trainer:
 "Preventing HIV Disease Among Substance Abusers"
 "Reaching Adolescents with Risk Free Messages".
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016, 2017
Past President Board of Directors-Manchester NH East Little League
Past Member Board of Director-Manchester East Little League
Past President- NH Alcohol and Drug Abuse Counselors Association 2004-06
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee
Former Member Board of Directors- Southern NH AIDS Task Force
Former Member Health & Safety Committee Greater Nashua Red Cross
Senior Staff-NH Teen Institute Summer Program 1999-2013
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013
Certified "Challenge Course Instructor"
Advisory Board Member Southern NH Integrated Health Care Program
Member Demand Treatment Coalition
Member Northern Hillsborough County Coalition
Certified Instructor PRIME for LIFE
2003 Jefferson Award Recipient
Former Board of Director-NH Alcohol and Other Drug Service Providers Association
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs
2007 and 2011 Legislative Advocate Award Recipient from NHADACA
2009 Lifetime Advocacy Award Recipient from NHADACA
2010-2016 Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals
Certified Crisis Prevention Institute (CPI) Trainer
Certified HCV Basic Educator
Certified Recovery Coach Trainer

REFERENCES

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Mumma	SVP, Regional Executive	\$240,000	0.00%	\$0.00
Daniel Pender	Senior Program Director	\$85,000	0.00%	\$0.00
Amelie Gooding	Program Director	\$85,700	1.00%	\$857.00
Peter DalPra	Program Director	\$68,200	33.00%	\$22,506



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

29 E mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide.

These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-95-82-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,238)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dames Home of NH Vendor Code: 290061-B001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,670	\$25,670
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farmum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/MNH Vendor Code: 157730-B001

PO1063558

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,690	\$62,690
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-B003 PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$107,223

Greater Nashua Council on Alcoholism Vendor Code: 188574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc Vendor Code: 175226-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven HR Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678	\$0	\$86,678
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,678	\$146,317	\$232,995

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$167,409
2020	102-500734	Contracts for Prog Svc		\$120,847	\$120,847
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177654-8001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,837)	\$3,065
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,419,889	\$1,484,849	\$2,884,109

05-95-92-920910-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% Federal Funds, 34% General Funds FAIN TIO10035 CFDA 93.859)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health Vendor Code: 154112-8001

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Damas Home of NH Vendor Code:290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,819	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$167,819	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Cw/Fernum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,063	\$397,629	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,063	\$1,676,432	\$2,457,515

FIT/PHNH

Vendor Code: 157730-B001

PO1063558

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,625	\$478,641
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		\$133,110	\$133,110
Sub-total			\$451,016	\$693,493	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,628
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven HD Vendor Code: 275119-8001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001 PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,594	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,882	\$247,882
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,651	\$53,651
Sub-total			\$162,875	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services

Vendor Code: 203944-B001

PO1062964

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services

Vendor Code: 155292-B001

PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,838	\$63,838
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services

Vendor Code: 177654-B001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,633)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,698	\$1,698
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,287,382	\$3,283,283	\$6,540,645

Attachment A
Financial Details

06-93-92-920310-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T081885 CFDA 93.788)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health
Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH
Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Easter Seals of NH
Manchester
Alcoholism Rehab
CofFarnum
Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

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FIT/HHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,800	\$70,000	\$150,800
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,800	\$374,400	\$455,000

Attachment A
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Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$6,000	\$6,000
Sub-total			\$114,200	\$480,800	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$436,200
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$627,400	\$1,214,000

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$379,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$625,000	\$625,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$379,800	\$635,400	\$1,015,000

West Central
Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,871,188	\$3,154,748	\$8,725,912
Grand Total All			\$6,278,078	\$7,872,694	\$18,150,682

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-8001	\$162,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismes Home of NH	Vendor Code: 290081-8001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farmum	Vendor Code: 177204-8005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PQ1063556	FIT/NHNNH	Vendor Code: 157730-8001	\$854,031	\$27,825	\$903,326	\$196,000
PQ1062977	Grafton County	Vendor Code: 177397-8003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-8001	\$1,514,899	(\$538,899)	\$401,000	\$0
PQ1062979	Headrest, Inc	Vendor Code: 175226-8001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	Vendor Code: 275118-8001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North Country Health Consortium	Vendor Code: 158557-8001	\$401,806	\$183,394	\$737,000	\$97,000
PQ1062985	Phoenix Houses of New England, Inc.	Vendor Code: 177589-8001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PQ1062984	Seacoast Youth Services	Vendor Code: 203944-8001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	Vendor Code: 155292-8001	\$969,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062988	West Central Services	Vendor Code: 177654-8001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,278,098	(\$1,127,442)	\$7,924,126	\$1,075,000



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and
Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,926,000.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/4/19
Date

Katja S. Fox
Katja S. Fox
Director

Phoenix Houses of New England, Inc.

6/4/19
Date

Peter Munnia
Name: PETER MUNNIA
Title: PRESIDENT & CEO

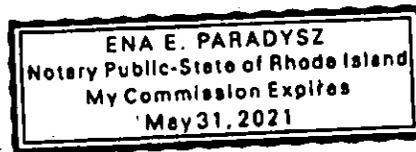
Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JUNE 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ena E. Paradysz
Signature of Notary Public or Justice of the Peace

ENA E. PARADYSZ NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21





New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2019
Date

Lisa M. English
Name: *Lisa M. English*
Title: *Special 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:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit A, Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

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preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:



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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
- 2.1.1.2. Have income below 400% Federal Poverty Level, and
- 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
- 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

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2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized



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treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
- 2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.
 - 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services



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- 2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
- 2.5.2. The Contractor shall complete intake screenings as follows:
- 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.
 - 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
 - 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:
- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 2.5.5.2. During treatment only when determined by a Licensed Counselor.



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- 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;



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- 2.5.8.1.3.2. Recovery support services as needed by the client;
- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.



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- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor shall provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor shall report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements



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- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
- 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
- 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. Specific, clearly defining what shall be done.
- 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
- 2.8.3.1.3. Attainable, within the individual's ability to achieve.
- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:



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- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
- 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,



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- including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
 - 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.
- 2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
 - 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
 - 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

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- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

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2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013), can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

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- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of

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- Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
- 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

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- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

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- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.
- 5.2.1. Any client refusing to sign the informed consent in 5.2:
- 5.2.1.1. Shall not be entered into the WITS system; and
- 5.2.1.2. Shall not receive services under this contract.
- 5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4, shall be assisted in finding alternative payers for the required services.
- 5.3. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
- 6.1.1.1. 100% of all clients at admission
- 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:



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- 6.1.3.1: "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau



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- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and



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Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.



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- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

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Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

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Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



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Exhibit B, Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
 - 3.3.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).
 - 3.3.1.1. If the individual owns a vehicle:

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Exhibit B, Amendment #3

	Family Size				
	1	2	3	4	5+
Monthly COL	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.3.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

- 3.4. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.**
- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:**
- 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).**
 - 4.2. To bill for Clinical Evaluation services separately from all other per day units of services.**
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.**
- 5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.**
- 5.1. The Contractor shall:**
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department**
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.**
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.**
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:**



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Exhibit B, Amendment #3

- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
- 5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:
- 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 6 below.
- 5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the



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state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.

6.2. The Contractor shall not bill the Department for Room and Board payments in excess of \$1,214,000.

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.



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- 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
- 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WITS Client ID #;
 - 7.2.4.2. Period for which prescription is intended;
 - 7.2.4.3. Name and dosage of the medication;
 - 7.2.4.4. Associated Medicaid Code;
 - 7.2.4.5. Charge for the medication.
 - 7.2.4.6. Client cost share for the service; and
 - 7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

- 7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
- 7.3.3.1. WITS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;



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- 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and
 - 7.3.3.7. Amount being billed to the Department for the service.
- 7.3.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month.
- 7.3.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.
8. Charging the Client for Room and Board for Low Intensity Residential Services
- 8.1. The Contractor may charge the client fees for room and board, in addition to:
- 8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
 - 8.1.2. The charges to the Department
- 8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 8.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.
- 8.4. The Contractor shall maintain records to account for the client's contribution to room and board.



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9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

- 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.



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- 10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
- 10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
15. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds
- 16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 16.2.1. Make cash payments to intended recipients of substance abuse services.
- 16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
- 16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
- 16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:



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Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services 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 1.8, Price Limitation, to read:
\$817,521.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.



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This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

[Signature]
Katja S. Fox
Director

Contractor Name PHOENIX HOUSES OF NEW ENGLAND, INC.

11/14/2018
Date

[Signature]
Name: PETER MUHMA
Title: JR, VP, REGIONAL EXECUTIVE

Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21

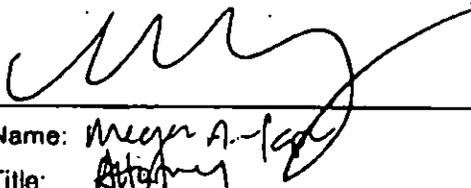
**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/18
Date


Name: Megan A. Ladd
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:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

- 1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.
- 1.5.2. State Opioid Response (SOR) Grant Standards
 - 1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:
 - 1.5.2.3.1. Methadone.
 - 1.5.2.3.2. Buprenorphine products, including:
 - 1.5.2.3.2.1. Single-entity buprenorphine products.



Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care



Exhibit A, Amendment #2

-
- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services;
 - 2.2.2.4.2. Referring any client receiving room & board payment to the Hub;
 - 2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:



Exhibit A, Amendment #2

- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
- 2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals



Exhibit A, Amendment #2

that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with



Exhibit A, Amendment #2

- an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.
- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.



Exhibit A, Amendment #2

- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance



Exhibit A, Amendment #2

must include actively reaching out to identify providers on the behalf of the client.

- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:



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- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
 - 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
 - 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
 - 2.5.14. The Contractor shall not deny services to an adolescent due to:
 - 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
 - 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
 - 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
 - 2.6. Waitlists
 - 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients



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first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4 .

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services



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provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve).

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.



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- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.3. Medication assisted treatment provider.
 - 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in



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- compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the



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- patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,



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- or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)



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available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



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- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.



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- 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and



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- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days; when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:



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- 3.9.1. The contract requirements.
- 3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall



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be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;



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- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau; which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.



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7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:
- 8.1.1. Days of Cash on Hand:
 - 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.



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- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
 - 8.1.2. Current Ratio:
 - 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 8.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
 - 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
 - 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.



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- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor must ensure that 100% of clients covered by room and board payments in residential levels of care 3.1 and/or 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

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Exhibit A, Amendment #2

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

- 10.2.1. The action(s) that will be taken to correct each deficiency;
- 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;



Exhibit A, Amendment #2

- 10.2.3. The specific steps and time line for implementing the actions above;
- 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
How and when the vendor will report to the Department on progress on implementation and effectiveness



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788); and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.



Exhibit B, Amendment #2

- 3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2, remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).



Exhibit B, Amendment #2

- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential levels of care 3.1 and/or 3.5
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential levels of care 3.1 and/or 3.5.
 - 6.2. The Contractor shall maintain documentation of the following:



Exhibit B, Amendment #2

- 6.2.1. Medicaid ID of the Client;
- 6.2.2. WITS ID of the Client (if applicable)
- 6.2.3. Period for which room and board payments cover;
- 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3
- 6.2.5. Amount being billed to the Department for the service
- 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.
7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
 - 7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 7.2. Medication:
 - 7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
 - 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
 - 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.



Exhibit B, Amendment #2

- 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WITS Client ID #;
 - 7.2.4.2. Period for which prescription is intended;
 - 7.2.4.3. Name and dosage of the medication;
 - 7.2.4.4. Associated Medicaid Code;
 - 7.2.4.5. Charge for the medication.
 - 7.2.4.6. Client cost share for the service; and
 - 7.2.4.7. Amount being billed to the Department for the service.
- 7.3. Physician Time:
- 7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
- 7.3.3.1. WITS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;
 - 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and
 - 7.3.3.7. Amount being billed to the Department for the service.
- 7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment



Exhibit B, Amendment #2

- 8.1. The Contractor may charge the client fees for room and board, in addition to:
 - 8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2, using the sliding fee scale
 - 8.1.2. The charges to the Department
- 8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 8.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 9. Sliding Fee Scale
 - 9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.
 - 9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%



Exhibit B, Amendment #2

- 9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
10. Submitting Charges for Payment
- 10.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2, Service Fee Table. The Contractor shall:
- 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #2

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 15.2.1. Make cash payments to intended recipients of substance abuse services.
 - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.10.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 -	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.

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 11/2/18

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1, Amendment #2

		99215.	
1.11.	Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.12.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

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 11/17/19



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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MCC

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
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July 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NHNH, Inc.	\$0	\$645,775	\$645,775
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,406	\$0	\$287,406
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing Interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

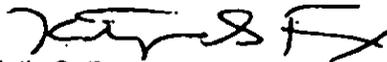
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2016-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery
Svcs Adm'n D, DOAS
2. Ade Lane, Program Specialist III,
BHS
3. Shawn Bailey, Prog Specialist IV,
Child Strk Health
4. Paul Keenan, Clinical Svcs
Spcst, Drug & Alcohol Svcs
5. Abby Shockley, Int Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Diames Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	323	Capital
5. FITTINGH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	220	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Stratford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	373	North Country
13. North Country Health Consortium	440	293	Carroll County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	231	Greater Seaboard
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-G:
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	\$0	\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dixmas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Ct/Famum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

FIT/NNH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,759	\$194,759
Sub-total			\$0	\$194,759	\$194,759

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism Vendor Code: 168574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$188,372	\$188,372
Sub-total			\$0	\$188,372	\$188,372

Headrest, Inc Vendor Code: 178226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven MD Vendor Code: 275118-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$84,035	\$84,035
Sub-total			\$0	\$84,035	\$84,035

North Country Health Consortium Vendor Code: 158537-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,078	\$0	\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,789	\$0	\$177,789
Sub-total			\$177,789	\$0	\$177,789

West Central Services Vendor Code: 177634-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$953,394	\$487,188	\$1,418,580

05-85-02-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T010035 CFDA 93.959)

Community Council of Nashua-Ct Nashua Comm Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dixmas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	\$0	\$167,619
Sub-total			\$167,619	\$0	\$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Cof/Famum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$0	\$781,083
Sub-total			\$781,083	\$0	\$781,083

FIT/BNH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$451,018	\$451,018
Sub-total			\$0	\$451,018	\$451,018

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	\$0	\$172,508
Sub-total			\$172,508	\$0	\$172,508

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$436,227	\$436,227
Sub-total			\$0	\$436,227	\$436,227

Headrest, Inc Vendor Code: 178276-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,384	\$0	\$103,384
Sub-total			\$103,384	\$0	\$103,384

Hope on Hope Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$194,608	\$194,608
Sub-total			\$0	\$194,608	\$194,608

North Country
Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,875	\$0	\$162,875
Sub-total			\$162,875	\$0	\$162,875

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svcs			\$3,205,833	\$1,081,849	\$3,787,392
Grand Total All			\$3,157,927	\$1,549,015	\$4,706,942

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 89 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:
 10. Contract Compliance Audits
 - 10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



- 10.2 The corrective action plan shall include:
 - 10.2.1 The action(s) that will be taken to correct each deficiency;
 - 10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3 The specific steps and time line for implementing the actions above;
 - 10.2.4 The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.
4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:
 - 8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 10, in its entirety.

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/3/18
Date

[Signature]
Katja S. Fox
Director

Phoenix Houses of New England, Inc.

7/2/18
Date

[Signature]
Name: PETER MUMMA
Title: SA, VP, NEW ENGLAND REGIONAL EXECUTIVE

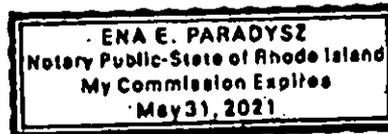
Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JULY 2, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

ENA E. PARADYSZ, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/18
Date

[Signature]
Name: Michael A. ...
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:



Jeffrey A. Meyers
Commissioner

Katja B. Fox
Director

6

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3343 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Damas Home of New Hampshire, Inc.	\$240,000.
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,989
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,408
Phoenix Houses of New England, Inc.	\$232,821
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,640
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY18	\$3,157,927.

Funds to support this request are available in State Fiscal Year 2018 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2018 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist, to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis, and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

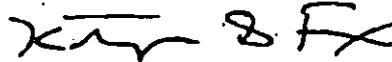
Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Use Disorder Treatment And
Recovery Support Services**
RFA Name

RFA-2019-BDAB-01-SUBST
RFA Number

Reviewer Names

1. Jackie Powers, Clinical & Recovery
Svcs Admin R, ODAS
2. Julie Latta, Program Specialist II,
ODAS
3. Shawn Blahay, Prog Specialist IV,
Child Sw/H-Health
4. Paul Jenson, Clinical Svcs
Recht, Drug & Alcohol Svcs
5. Abby Braggery, SW Policy Analyst
Substance Use Svcs, ODAS only

bidder Name	Maximum Points	Actual Points	Region
1. <u>County of Grafton New Hampshire - Grafton County Department of Corrections</u>	440	370	North Country
2. <u>Ortizas Home of New Hampshire, Inc.</u>	440	262	Greater Manchester
3. <u>Manchester Alcoholism Rehabilitation Center</u>	440	330	Greater Manchester
4. <u>Manchester Alcoholism Rehabilitation Center</u>	440	318	Capital
5. <u>FITTHOOD, Inc.</u>	440	360	Greater Manchester
6. <u>Grafton County New Hampshire - Grafton County Alternative Sentencing</u>	440	280	North Country
7. <u>The Community Council of Nashua, N. H.</u>	440	290	Greater Nashua
8. <u>Halo Educational Systems</u>	440	see below*	Upper Valley
9. <u>Headrest</u>	440	283	Upper Valley
10. <u>Hope on Havel Hill Inc.</u>	440	304	Stratford County
11. <u>Greater Nashua Council on Alcoholism</u>	440	334	Greater Nashua
12. <u>North Country Health Consortium</u>	440	323	North Country
13. <u>North Country Health Consortium</u>	440	293	Carroll County
14. <u>Phoenix House of New England, Inc.</u>	440	301	Berndtrock
15. <u>Seacoast Youth Services</u>	440	216	Seacoast
16. <u>Seacoast Youth Services</u>	440	216	Stratford County
17. <u>Southeastern New Hampshire Alcohol & Drug Abuse Services</u>	440	320	Seacoast
18. <u>Southeastern Alcohol & Drug Abuse Services</u>	440	370	Stratford
19. <u>West Central Services, Inc.</u>	440	291	Greater Sullivan
20. <u>White Horse Addiction Center, Inc.</u>	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-63-03-820910-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Cr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$48,857		\$48,857
Sub-total			\$48,857	\$0	\$48,857

Diverse Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Easter Seals of NH
Manchester
Alcoholism Rehab
Out-Program

Vendor Code: 177204-8006

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Grafton County

Vendor Code: 177307-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$74,482		\$74,482
Sub-total			\$74,482	\$0	\$74,482

Headroll, Inc

Vendor Code: 178225-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$44,835		\$44,835
Sub-total			\$44,835	\$0	\$44,835

North Country
Health Consortium

Vendor Code: 158587-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-600734	Contracts for Prog Svcs	\$88,878		\$88,878
Sub-total			\$88,878	\$0	\$88,878

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177680-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Beacon Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$22,076		\$22,076
Sub-total			\$22,076	\$0	\$22,076

Boston Salem MH
Alcohol and Drug
Services Vendor Code: 165282-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$252,384	\$0	\$252,384

03-03-03-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TD10035 CPDA 93.959)

Community Council
of Nashua-Gl
Nashua Comm
Mental Health Vendor Code: 164112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Olmas House of MO Vendor Code: T80

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$167,819		\$167,819
Sub-total			\$167,819	\$0	\$167,819

Easter Seals of NH
Manchester
Alcoholism Rehab
Cm/Femur Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177337-8000

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$172,608		\$172,608
Sub-total			\$172,608	\$0	\$172,608

Headstart, Inc Vendor Code: 178226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$103,384		\$103,384
Sub-total			\$103,384	\$0	\$103,384

North Country
Health Consortium Vendor Code: 158857-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177639-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$162,675		\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$41,548		\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,203,633	\$0	\$2,203,633
Grand Total All			\$3,167,622	\$0	\$3,167,622

Subject: Substance Use Disorder Treatment and Recovery Support Services (REA-2019-BDAS-01-SUBST-09)

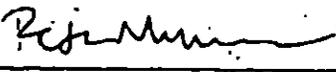
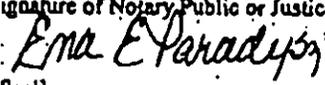
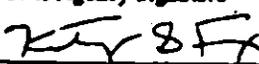
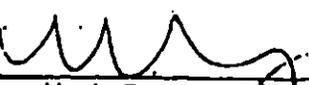
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Phoenix Houses of New England, Inc.		1.4 Contractor Address 99 Wayland Avenue, Suite 100 Providence RI 02906	
1.5 Contractor Phone Number 401-331-4250 x3201	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$232,921
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER MUHMA SA-VP, NEW ENGLAND REGIONAL EXECUTIVE	
1.13 Acknowledgement: State of <u>RHODE ISLAND</u> , County of <u>PROVIDENCE</u> On <u>5/31/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> ENA E. PARADYSZ Notary Public - State of Rhode Island My Commission Expires May 31, 2021 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace ENA E. PARADYSZ - NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing hereto contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supercedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

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Exhibit A

- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
- 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the



Exhibit A

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.6. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.6. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.



Exhibit A

- 2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.
 - 2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 2.4. Reserved
- 2.5. Enrolling Clients for Services
 - 2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:
 - 2.5.2. The Contractor must complete intake screenings as follows:
 - 2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
 - 2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

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- 2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and
- 2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.
- 2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the Initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS), or other method approved by the Department when the individual is determined probable of being eligible for services.
- 2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.
- 2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:
- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or

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- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.
 - 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
 - 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 80 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;

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- 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders.
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
- 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:

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- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
- 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
 - 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. **Waitlists**
 - 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
 - 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.
- 2.7. **Assistance with Enrolling in Insurance Programs**
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

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2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract, and
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
 - 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and

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- 2.8.3.1.5. Timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part

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- 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as

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applicable and allowable with consent provided pursuant to 42 CFR Part 2.

- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively



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2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

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- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
 - 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
 - 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
 - 2.8.7.1. The ASAM Criteria (2013): The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at: <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
 - 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 2.8.7.4. The Requirements in Exhibit A-1.
- 2.9. Client Education
 - 2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:
 - 2.9.1.1. Hepatitis C Virus (HCV)
 - 2.9.1.2. Human Immunodeficiency Virus (HIV)
 - 2.9.1.3. Sexually Transmitted Diseases (STD)
 - 2.9.1.4. Tobacco Education Tools that include:
 - 2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;
 - 2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco

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cessation counselors available through the
QuillLine; and

- 2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

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3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.



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- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1: The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases

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(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

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6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

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- 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
- 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits

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- 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
- 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.



Exhibit A

- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
 - 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
 - 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

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- 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
- 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
- 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria Identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.



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- 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.
- 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
- 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

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Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 - 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor,
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

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Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.6. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.8. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor;
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.
- 9. Clinical Services.



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- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
 - 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation:
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.ssmhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions; objectives for next session, any recommended changes, and date of next session; and



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- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
- 11.1. A client shall be discharged from a program for the following reasons:
- 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
- 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
- 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
- 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
- 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
- 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



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- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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- shall notify the department in writing of the address where records will be stored and specify the person managing the records.
- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:
- 12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;
 - 12.8.2. Transfer records of clients who have given written consent to another Contractor, or
 - 12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.
13. Medication Services.
- 13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.
 - 13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:
 - 13.2.1. The client's name;
 - 13.2.2. The medication name and strength;
 - 13.2.3. The prescribed dose;
 - 13.2.4. The route of administration;
 - 13.2.5. The frequency of administration; and
 - 13.2.6. The date ordered.
 - 13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.
 - 13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:
 - 13.4.1. All medications shall be kept in a storage area that is:
 - 13.4.1.1. Locked and accessible only to authorized personnel;
 - 13.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels;and
 - 13.4.1.4. Equipped to maintain medication at the proper temperature;
 - 13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.
 - 13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.
 - 13.6. Over-the-counter (OTC) medications shall be handled in the following manner:
 - 13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;
 - 13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form; both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights.
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights.
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:

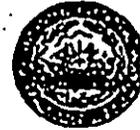


Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 - 10.5 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



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- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible; the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15; in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and

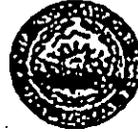


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- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
- 20. Termination of Services.
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



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- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
- 22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

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activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services In Exhibit B-1 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client falls to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 6.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
8. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 8.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 8.2. Medication:

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Exhibit B

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- 6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication, based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
- 6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
- 6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
- 6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 6.2.4. The Contractor shall maintain documentation of the following:
- 6.2.4.1. WITS Client ID #;
- 6.2.4.2. Period for which prescription is intended;
- 6.2.4.3. Name and dosage of the medication;
- 6.2.4.4. Associated Medicaid Code;
- 6.2.4.5. Charge for the medication.
- 6.2.4.6. Client cost share for the service; and
- 6.2.4.7. Amount being billed to the Department for the service.
- 6.3. Physician Time:
- 6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

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Exhibit B

6.3.3. The Contractor shall maintain documentation of the following:

- 6.3.3.1. WITS Client ID #;
- 6.3.3.2. Date of Service;
- 6.3.3.3. Description of service;
- 6.3.3.4. Associated Medicaid Code;
- 6.3.3.5. Charge for the service;
- 6.3.3.6. Client cost share for the service; and
- 6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
- 7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$26

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Exhibit B

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate In Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

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Exhibit B

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.
- 9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
11. Funds in this contract may not be used to replace funding for a program already funded from another source.
12. The Contractor will keep detailed records of their activities related to Department funded programs and services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

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New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B

- 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 15.2.1. Make cash payments to intended recipients of substance abuse services.
 - 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable

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New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B

program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$6.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written Interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13186, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$160,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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6/1/18



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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6/1/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
128 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND
INC.

5/31/18
Date


Name: PETER MUHMA
Title: SR VP, NE REGIONAL DIRECTOR



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

Peter Mumm MS

Peter Mumm, MS

Name: PETER MUMMA

Title: JR VP, NE REGIONAL EXECUTIVE

Date: 5/31/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION.

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 46 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

Pete Muma, MS

Pete Muma, MS

Name: PETER MUHAM

Title: SRVP, NE REGIONAL DIRECTOR

5/31/18
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5872(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity;
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1861, 1863, 1885-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

[Handwritten Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

[Handwritten Date]

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

P. J. O.
Name: PETER MUHHA
Title: JR. VP, NE REGIONAL EXECUTIVE

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and White Collar Protections

Contractor Initials

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

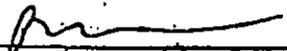
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/08

Date


Name: PETER MULLA
Title: JR. VP, NE REGIONAL EXECUTIVE

Contractor Initials 
Date 6/1/08



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.601.
- 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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Contractor Initials

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Date

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Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

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Date

6/1/18



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 (f). 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.

2/2014

Contractor Initials

Date

[Handwritten Signature]
6/1/15



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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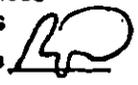
Contractor Initials 
Date 6/1/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.508 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.

(8) 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

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Date

6/1/18



Exhibit I

- e. Severability. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

PRIMA HOUSES OF NEW ENGLAND, INC
Name of the Contractor

Peter Munha
Signature of Authorized Representative

PETER MUNHA
Name of Authorized Representative

Sr. VP, NE REGIONAL EXECUTIVE
Title of Authorized Representative

5/31/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18

Date

Name: PETER HUMMA
Title: JR VP, NE REGIONAL EXECUTIVE

Contractor Initials: [Signature]

Date: 6/1/18



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 075715193
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 60 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doh/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and-determine risk-based responses to Incidents; and

[Handwritten Signature]

6/11/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 358-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Substance Use Disorder
Treatment and Recovery Support Services**

This 4th Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #4") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 Country Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), as amended on July 27, 2018 (Item #7), as amended on December 5, 2018 (Item #23), as amended on June 19, 2019 (Item #29E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #4 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,992,250.
2. Exhibit B, Methods and Conditions Precedent to Payment, Section 6, Subsection 6.2, to read:
 - 6.2 With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$1,146,250.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/30/19
Date

Katja S. Fox
Name: Katja S. Fox
Title: Director

Southeastern New Hampshire Alcohol & Drug Abuse
Services

7-25-19
Date

Denise Gluart
Name: Denise Gluart
Title: Operations Director

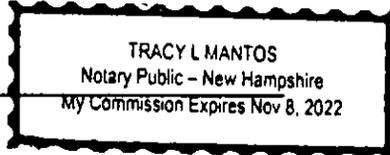
Acknowledgement of Contractor's signature:

State of NH, County of Strafford on July 25, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Tracy L. Mantos
Signature of Notary Public or Justice of the Peace

Tracy Mantos - Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/31/2019
Date


Name: Takhmina Rakhmatova
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64991

Certificate Number: 0004557312



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of July A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark Kennard, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southeastern NH Alcohol and Drug Abuse Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 24, 2019:
(Date)

RESOLVED: That the Denise M. Elwart
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 26 day of July, 2019.
(Date Contract Signed)

4. Denise M. Elwart is the duly elected Operations Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark Kennard
(Signature of the Elected Officer)

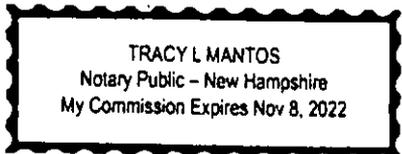
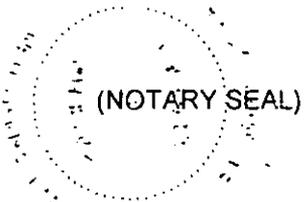
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 26th day of July, 2019.

By Mark Kennard
(Name of Elected Officer of the Agency)

Tracy L. Mantos
(Notary Public/Justice of the Peace)



Commission Expires: _____

SOUTHEASTERN NH SERVICES

STRATEGIC PLAN 2018 -2021

We have made the following assumptions as we have created this strategic plan:

- This document will provide a foundation for the decisions and actions of the board and staff leadership of Southeastern NH Services over the next 3 years.
- There will be a subset of additional deliberations and actions at the board and committee levels to complete each strategy as well as strategic discussions by the board as it monitors implementation of the plan.
- During the implementation of this plan, we assume extensive conversation and information-sharing among board members and staff to maximize planning efforts.
- This document will be a "living" document, monitored regularly and adjusted accordingly as the implementation of the plan evolves.
- Acted upon correctly, completion of this plan will create the foundation for future strategic initiatives.
- The Board of Directors is ultimately responsible for ownership of the implementation of this plan.

VISION STATEMENT

(a compelling statement describing what an organization or group of people want to become)

To be determined.

MISSION STATEMENT (Current)

(a concise, powerful and memorable statement proclaiming the reason an organization exists)

To provide the highest possible quality addiction treatment to help persons who are in need of these services.

STRATEGIC GOALS: 2018 - 2021

- GOAL I:** Create a financially stable organization with cash flow and investments able to meet the demands of the agency.
- GOAL II:** Create and implement a plan to build the capacity of the organization to achieve its mission.
- GOAL III:** Expand and create programs, services and community partnerships designed to meet client needs.
- GOAL IV:** Develop and implement a comprehensive plan to market and promote the organization to various constituencies and communities.

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

Consolidated Audited Financial Statements

***For The Years Ended
June 30, 2018 and 2017***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2018 and 2017, and the changes in its consolidated net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky + Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 22, 2018

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

	<u>ASSETS</u>			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents, Organizatio	\$ 62,668	\$ 22,539	\$ 85,207	\$ 311,026
Cash and Cash Equivalents, Affiliate	97,187	0	97,187	89,951
Accounts Receivable	191,265	0	191,265	184,900
Prepaid Expenses	<u>10,911</u>	<u>0</u>	<u>10,911</u>	<u>11,367</u>
Total Current Assets	<u>362,031</u>	<u>22,539</u>	<u>384,570</u>	<u>597,244</u>
<u>Fixed Assets:</u>				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	126,121	0	126,121	232,643
Capital Lease - Copier	21,250	0	21,250	21,250
Less: Accumulated Depreciation	<u>(566,824)</u>	<u>0</u>	<u>(566,824)</u>	<u>(616,795)</u>
Net Fixed Assets	<u>475,713</u>	<u>0</u>	<u>475,713</u>	<u>532,264</u>
Total Assets	<u>\$ 837,744</u>	<u>\$ 22,539</u>	<u>\$ 860,283</u>	<u>\$ 1,129,508</u>

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See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 27,342	\$ 0	\$ 27,342	\$ 10,910
Accrued Expenses	2,543	0	2,543	45,599
Accrued Payroll and Taxes	108,265	0	108,265	119,764
Deferred Revenue	3,640	0	3,640	55,250
Line of Credit	25,000	0	25,000	0
Current Portion of Capital Lease	5,116	0	5,116	4,006
Total Current Liabilities	<u>171,906</u>	<u>0</u>	<u>171,906</u>	<u>235,529</u>
<u>Long Term Liabilities:</u>				
Capital Lease, Net of Current Portion	<u>6,533</u>	<u>0</u>	<u>6,533</u>	<u>11,648</u>
Total Long Term Liabilities	<u>6,533</u>	<u>0</u>	<u>6,533</u>	<u>11,648</u>
Total Liabilities	<u>178,439</u>	<u>0</u>	<u>178,439</u>	<u>247,177</u>
<u>Net Assets:</u>				
Net Assets	<u>659,305</u>	<u>22,539</u>	<u>681,844</u>	<u>882,331</u>
Total Liabilities and Net Assets	<u>\$ 837,744</u>	<u>\$ 22,539</u>	<u>\$ 860,283</u>	<u>\$ 1,129,508</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Revenues and Support:</u>				
Governmental Agency Revenue	\$ 747,649	\$ 47,453	\$ 795,102	\$ 1,051,459
Contributions	21,469	1,000	22,469	36,119
Client Fee	1,461,451	0	1,461,451	255,720
Medicaid	65,156	0	65,156	509,369
Probate	58,096	0	58,096	110,421
Insurance	0	0	0	54,014
In-Kind Contributions	13,577	0	13,577	11,333
Other Revenue	10,046	0	10,046	29,411
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	54,914	(54,914)	0	0
Total Revenues and Support	<u>2,432,358</u>	<u>(6,461)</u>	<u>2,425,897</u>	<u>2,057,846</u>
<u>Expenses:</u>				
Program Services	1,747,745	0	1,747,745	1,955,593
General Management	880,026	0	880,026	282,474
Total Expenses	<u>2,627,771</u>	<u>0</u>	<u>2,627,771</u>	<u>2,238,067</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(195,413)</u>	<u>(6,461)</u>	<u>(201,874)</u>	<u>(180,221)</u>
<u>Other Revenues (Expenses):</u>				
Interest and Investment Income	1,387	0	1,387	44
Total Other Revenues (Expenses)	<u>1,387</u>	<u>0</u>	<u>1,387</u>	<u>44</u>
Net Increase (Decrease) in Net Assets	(194,026)	(6,461)	(200,487)	(180,177)
Net Assets - Beginning of Period	<u>853,331</u>	<u>29,000</u>	<u>882,331</u>	<u>1,062,508</u>
Net Assets - End of Period	<u>\$ 659,305</u>	<u>\$ 22,539</u>	<u>\$ 681,844</u>	<u>\$ 882,331</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

<u>Expenses:</u>	Program Services - 2018			
	<u>OUTPATIENT SERVICES</u>	<u>COMPREHENSIVE SERVICES</u>	IMPAIRED	
			<u>DRIVER</u>	<u>COMMUNITY</u>
			<u>INTERVENTION</u>	<u>EDUCATION</u>
	<u>PROGRAM</u>	<u>PROGRAM</u>		
Salaries and Wages	\$ 87,693	\$ 753,659	\$ 94,329	\$ 18,700
Payroll Taxes	10,148	37,913	11,415	0
Employee Benefits	14,207	88,111	4,555	31
Rent	1,851	25,121	2,304	1,398
Utilities	2,420	30,581	2,831	1,447
Professional Fee	4,199	49,940	1,008	0
Depreciation	4,806	33,390	2,477	2,851
Food	223	66,987	115	132
House Supplies	1,581	21,861	5,304	0
Insurance	1,142	7,936	588	677
Office Expense	1,826	3,859	8	26
Supplies	561	4,305	424	35
Fees	34	373	426	0
Staff Development	0	4,107	500	0
Conference & Conventions	0	40	0	0
Travel	20	3,683	244	1,251
Printing & Reproduction	24	261	37	69
Client Recreation	3	476	16	58
Advertising	2,344	905	32	412
Equipment Rent	56	612	69	29
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	8	463	8	0
Total Expenses	\$ 133,146	\$ 1,134,583	\$ 126,690	\$ 27,116

-Continued on Next Page-

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Program Services - 2018

	<u>DRUG COURT PROGRAM</u>	<u>DETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 159,648	\$ 9,069	\$ 47,884	\$1,170,982
Payroll Taxes	11,015	10,569	9,596	90,656
Employee Benefits	14,771	0	9,383	131,058
Rent	6,913	0	2,515	40,102
Utilities	7,894	0	2,599	47,772
Professional Fee	12,140	0	4,786	72,073
Depreciation	8,885	158	1,637	54,204
Food	412	7	76	67,952
House Supplies	424	28	131	29,329
Insurance	2,112	37	389	12,881
Office Expense	11	0	2	5,732
Supplies	580	0	104	6,009
Fees	68	0	17	918
Staff Development	799	0	225	5,631
Conference & Conventions	0	0	0	40
Travel	983	0	0	6,181
Printing & Reproduction	48	0	12	451
Client Recreation	11	0	3	567
Advertising	43	0	11	3,747
Equipment Rent	140	0	42	948
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	25	0	8	512
Total Expenses	<u>\$ 226,922</u>	<u>\$ 19,868</u>	<u>\$ 79,420</u>	<u>\$1,747,745</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2018 TOTAL</u>	<u>2017 TOTAL</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 0	\$ 524,054	\$ 1,695,036	\$1,397,983
Payroll Taxes	0	37,496	128,152	105,907
Employee Benefits	0	133,055	264,113	183,678
Management Fee	0	0	0	91,252
Rent	0	21,051	61,153	64,665
Utilities	0	14,501	62,273	61,921
Professional Fee	0	68,036	140,109	61,099
Depreciation	0	1,639	55,843	49,931
Food	0	1,950	69,902	52,267
House Supplies	0	8,757	38,086	34,463
Insurance	0	22,345	35,226	28,843
Office Expense	0	9,722	15,454	26,600
Supplies	0	12,824	18,833	17,091
Bad Debt	0	0	0	14,000
Fees	0	4,044	4,962	5,450
Staff Development	0	2,986	8,617	6,737
Conference & Conventions	0	1,415	1,455	6,261
Travel	0	3,258	9,439	5,000
Printing & Reproduction	0	1,556	2,007	4,515
Client Recreation	0	122	689	4,275
Advertising	0	4,821	8,568	4,172
Equipment Rent	0	193	1,141	1,410
Miscellaneous	0	0	0	2,173
State Admin	0	7	7	105
Interest	0	6,106	6,106	4,354
Repairs	0	0	512	3,915
Donations In-Kind	0	88	88	0
Total Expenses	<u>\$ 0</u>	<u>\$ 880,026</u>	<u>\$ 2,627,771</u>	<u>\$2,238,067</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (194,025)	\$ (6,461)	\$ (200,486)	\$ (180,177)
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	55,843	0	55,843	49,931
(Gain)/Loss on Disposal of Equipment	708	0	708	0
(Increase) Decrease in Accounts Receivable	(6,365)	0	(6,365)	(889)
(Increase) Decrease in Prepaid Expenses	456	0	456	(4,336)
Increase (Decrease) in Accounts Payable	16,432	0	16,432	(113,926)
Increase (Decrease) in Accrued Liabilities	(43,056)	0	(43,056)	27,749
Increase (Decrease) in Accrued Payroll	(11,499)	0	(11,499)	24,143
Increase (Decrease) in Deferred Revenue	(51,610)	0	(51,610)	40,250
Total Adjustments	(39,091)	0	(39,091)	22,922
Net Cash Flows Provided (Used) by Operating Activities	(233,116)	(6,461)	(239,577)	(157,255)
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	0	0	0	(120,419)
Net Cash Flows Provided (Used) by Operating Activities	0	0	0	(120,419)
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Capital Lease	(4,005)	0	(4,005)	(3,137)
Proceeds from Line of Credit	25,000	0	25,000	0
Net Cash Flows Provided by (Used for) Financing Activities	20,995	0	20,995	(3,137)
Net Increase (Decrease) in Cash and Cash Equivalents	(212,121)	(6,461)	(218,582)	(280,811)
Cash and Equivalents - Beginning of Year	371,977	29,000	400,977	681,789
Cash and Equivalents - End of Year	<u>\$ 159,856</u>	<u>\$ 22,539</u>	<u>\$ 182,395</u>	<u>\$ 400,978</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
Supplemental Cash Flow Information				
Cash Paid For:				
Interest (net of amount capitalized)	<u>\$ 6,106</u>	<u>\$ 0</u>	<u>\$ 6,106</u>	<u>\$ 4,354</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

C. Basis of Presentation

The Organization presents the consolidated financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

C. Basis of Presentation - Continued

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. The Temporarily Restricted Net Assets at June 30, 2018 and 2017 are \$22,539 and \$29,000, respectively.

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2018 and 2017.

D. Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

E. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

F. Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2018 revealed no uncertain tax positions that would have a material impact of the financial statements.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Income Taxes

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

G. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

H. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2018 and 2017 is \$25,654 and \$29,000, respectively.

I. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$ 8,568 and \$4,172 for the year ended June 30, 2018 and 2017.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

K. Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

Note 2 - Capital Lease:

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be \$620 per month at 24.70%. The future minimum lease payments at June 30, 2018 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Notes Payable</u>
2019	\$ 5,116
2020	6,533
Totals	\$ <u>11,649</u>

Note 3 - Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$4,659 and \$4,483 per month, for the years ended June 30, 2018 and 2017, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2018 and 2017 was \$61,153 and \$64,582. The future minimum lease payments at June 30, 2018 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Rent Expense</u>
2019	\$ 55,908
2020	55,908
2021	55,908
2022	55,908
2023	55,908
Thereafter	142,100
Totals	\$ <u>421,640</u>

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2018</u>	<u>2017</u>
Donated rent, materials, equipment and food	\$ <u>13,577</u>	\$ <u>11,333</u>

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2018 and 2017 is \$3,640 and \$55,250, respectively.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2018 and 2017, the outstanding balances were \$25,000 and \$-0- on the line.

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2018 and 2017 totaled \$41,035 and \$48,491.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2018 and 2017 were \$18,828 and \$24,010, respectively.

Note 11 – Going Concern:

Substantial Doubt Alleviated

As shown in the accompanying consolidated financial statements, the Organization incurred a net loss \$200,488 and \$180,176 for the years ending June 30, 2018 and 2017, and as of those dates, has seen a large decrease in cash funds and increase in receivables that have had to be written off as third party payers are not obligated to pay the entire amount of services rendered. Those factors, as well as the uncertain conditions of future funding from third party payers and the subsequent closure of the ARC program, create uncertainty about the Company's ability to continue as a going concern. Management of the Organization has evaluated these conditions and determined that a reduction in staff and closure of the ARC Program to focus maximizing capacity with the Turning Point Program, combined with new management since the beginning of the fiscal year, would alleviate this uncertainty.

Note 12 – Reclassifications:

Certain reclassifications have been made to the 2018 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 13 – Subsequent Events:

The Organization has evaluated subsequent events thru October 22, 2018, which is the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. As of August 16, 2018, the Organization closed the ARC Program.

**Southeastern NH Alcohol and Drug Abuse Services
Board of Trustees**

Name of Board Member	Member Effective Date	Title of Board Member
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Trustee
Robert Ullrich	Feb-07	Trustee
Alec McEachern	Jul-10	Trustee
Mark Stickney	Nov-15	Chair
Sr. Helene Higgins	Aug-18	Trustee
Mark Kennard	Aug-18	Treasurer
Ryan Cornelissen	Mar-19	Trustee

DENISE M. ELWART

EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction*. August 2008

Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI.
Summa cum laude. May 2002

Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

ACCOUNTING AND BUSINESS EXPERIENCE

Operations Director, Southeastern NH Services

Dover, NH Oct 2017 – present

- Establish accounting systems and practices to ensure GAAP compliance
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis
- Prepare and submit required payroll tax forms, license renewals, insurance credentialing and other government and agency required forms
- Oversee human resources including new hires, terminations, discipline, annual reviews and benefits
- Oversee building and maintenance
- Directly supervise four employees
- Promoted to Finance Director in Aug 2018 and Operations Director in April 2019

Business Administrator, Michigan State University.

East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervised five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System.

Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations.
- Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Performed accounts payable functions, including training new employees and writing procedures.
- Additional duties included audit preparation, budgeting and other projects as assigned.
- Service Excellence Advisor - taught workshops on customer service to other employees and facilitated staff meetings to implement customer service initiatives.
- Promoted to Senior Accountant in October, 2008.

LAURIE MEEHAN

1001 Istington Sr #45
Portsmouth, NH 03801
(603) 431-2399

CAREER OBJECTIVE

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

SUMMARY

Dedicated and skilled professional with over ten years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward independence. Effectively locate and utilize resources from municipal, state, federal and social organizations. Computer literate. Trained in addiction counseling.

EXPERIENCE

Addiction Recovery Center Counselor 2003 - Present
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

EMPLOYMENT COORDINATOR, 1993 TO 1995
A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MADBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

ALLOCATIONS COMMITTEE MEMBER, 1994

Greater Seacoast United Way, Portsmouth, NH

RAPE CRISIS COUNSELOR, 1993

Sexual Assault Support Services, Portsmouth, NH

Laurie Meehan

Page Two

LICENSE

MLADC NH 2018

EDUCATION

M.S.W., MAY 1997

University of New England Graduate School of Social Work, Biddeford, ME

B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993

University of New Hampshire, Durham, NH

VOLUNTEER WORK

STEERING COMMITTEE, HEALTHCARE FOR THE HOMELESS, DECEMBER 2002 TO PRESENT

Mobile healthcare facility providing medical, dental, drug/alcohol, HIV and other types of health screening for homeless people in the Seacoast area.

VOLUNTEER, SYSTEMS FOR SUCCESS

Worked with groups using art and creativity to enable people to motivate and express themselves. Taught people to set and accomplish their own goals.

VOLUNTEER, HOMELESS CENTER OF STRAFFORD COUNTY EMERGENCY SHELTER

Train volunteers and provide case management.

PROFESSIONAL ASSOCIATIONS

MEMBER, STRAFFORD COUNTY HOUSING CONSORTIUM

Committee meets monthly to discuss homeless issues and housing, plan strategies to end homelessness. Currently working on establishing sober housing for women in the Dover area.

MEMBER, SEACOAST LANDLORD ASSOCIATION

Work with area landlords on tenant issues and securing housing for homeless clients.

REFERENCES AVAILABLE UPON REQUEST

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Denise Elwart	Operations Director	75,000	16%	12,000
Laurie Meehan	Interim Clinical Director	63,000	8%	5,000



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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June 6, 2019

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 exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$7,872,584 from \$8,278,098 to an amount not to exceed \$16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$243,400	\$9,600	\$253,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
FIT/NHNH, Inc.	\$854,031	\$1,217,151	\$2,071,182	O: 07/27/18 Item #7 A: 12/05/2018 Item #23
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	\$247,000	\$246,000	\$493,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$1,514,899	(\$135,899)	\$1,379,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
Headrest	\$228,599	\$382,401	\$611,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Manchester Alcoholism Rehabilitation Center	\$2,210,171	\$3,089,629	\$5,299,800	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23

Hope on Haven Hill	\$497,041	\$227,959	\$725,000	O: 07/27/18 Item #7 A1: 12/05/18 Item #23
North Country Health Consortium	\$401,606	\$1,017,394	\$1,419,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Phoenix Houses of New England, Inc.	\$817,521	\$1,108,479	\$1,926,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$969,140	\$891,860	\$1,861,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23
The Community Council of Nashua, N.H.	\$162,000	(\$139,000)	\$23,000	O:06/20/18 Late Item G A1: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	(\$42,990)	\$16,500	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Total	\$8,278,098	\$7,872,584	\$16,150,682	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR
COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL
SERVICES (66% Federal Funds, 34% General Funds FAIN T1010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE
OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide. These funds will be used to provide \$100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers

Commissioner

Attachment A
Financial Details

05-85-82-820510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,857	(\$39,236)	\$9,621
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$963	\$963
Sub-total			\$48,857	(\$35,064)	\$13,793

Dismas Home of NH

Vendor Code: 290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	(\$24,946)	\$47,435
2020	102-500734	Contracts for Prog Svc		\$25,670	\$25,670
2021	102-500734	Contracts for Prog Svc		\$6,417	\$6,417
Sub-total			\$72,381	\$7,141	\$79,522

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-8005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
2020	102-500734	Contracts for Prog Svc		\$483,229	\$483,229
2021	102-500734	Contracts for Prog Svc		\$120,968	\$120,968
Sub-total			\$337,288	\$604,197	\$941,485

FIT/NH/NH

Vendor Code: 157730-8001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
2020	102-500734	Contracts for Prog Svc		\$251,712	\$251,712
2021	102-500734	Contracts for Prog Svc		\$62,890	\$62,890
Sub-total			\$194,759	\$314,602	\$509,361

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
2020	102-500734	Contracts for Prog Svc		\$74,121	\$74,121
2021	102-500734	Contracts for Prog Svc		\$18,610	\$18,610
Sub-total			\$74,492	\$92,731	\$167,223

Greater Nashua
Council on
Alcoholism

Vendor Code: 168574-8001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
2020	102-500734	Contracts for Prog Svc		\$64,495	\$64,495
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$188,372	\$64,495	\$252,867

Headrest, Inc

Vendor Code: 175226-8001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
2020	102-500734	Contracts for Prog Svc		\$14,760	\$14,760
2021	102-500734	Contracts for Prog Svc		\$3,850	\$3,850
Sub-total			\$44,635	\$18,610	\$63,245

Hope on Haven Hill

Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	(\$44,268)	\$39,767
2020	102-500734	Contracts for Prog Svc		\$31,445	\$31,445
2021	102-500734	Contracts for Prog Svc		\$8,022	\$8,022
Sub-total			\$84,035	(\$4,801)	\$79,234

Attachment A
Financial Details

North Country
Health Consortium Vendor Code: 158557-B001

PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678	\$0	\$86,678
2020	102-500734	Contracts for Prog Svc		\$117,118	\$117,118
2021	102-500734	Contracts for Prog Svc		\$29,199	\$29,199
Sub-total			\$86,678	\$146,317	\$232,995

Phoenix Houses of
New England, Inc. Vendor Code: 177589-B001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246	\$0	\$70,246
2020	102-500734	Contracts for Prog Svc		\$101,395	\$101,395
2021	102-500734	Contracts for Prog Svc		\$25,349	\$25,349
Sub-total			\$70,246	\$126,744	\$196,990

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,078	\$0	\$22,078
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH
Alcohol and Drug
Services Vendor Code 155292-B001

PO1062983

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	(\$10,390)	\$187,409
2020	102-500734	Contracts for Prog Svc		\$120,847	\$120,847
2021	102-500734	Contracts for Prog Svc		\$30,162	\$30,162
Sub-total			\$177,799	\$140,419	\$318,218

Attachment A
Financial Details

West Central
Services Vendor Code: 177654-8001

PO1062966

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	(\$14,857)	\$3,085
2020	102-500734	Contracts for Prog Svc		\$3,209	\$3,209
2021	102-500734	Contracts for Prog Svc		\$802	\$802
Sub-total			\$17,942	(\$10,846)	\$7,096
Total Gov. Comm			\$1,418,860	\$1,484,845	\$2,824,105

05-95-92-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% Federal Funds, 34% General Funds FAIN TD10035 CFDA 93.959)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

PO1062962

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	(\$112,764)	\$379
2020	102-500734	Contracts for Prog Svc		\$8,791	\$8,791
2021	102-500734	Contracts for Prog Svc		\$2,037	\$2,037
Sub-total			\$113,143	(\$103,936)	\$9,207

Dismas Home of NH Vendor Code:290061-8001

PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$187,819	(\$135,054)	\$32,565
2020	102-500734	Contracts for Prog Svc		\$54,330	\$54,330
2021	102-500734	Contracts for Prog Svc		\$13,583	\$13,583
Sub-total			\$187,819	(\$67,141)	\$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Ct/Famum

Vendor Code: 177204-B005

PO1062960

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,063	\$397,629	\$1,178,712
2020	102-500734	Contracts for Prog Svc		\$1,022,771	\$1,022,771
2021	102-500734	Contracts for Prog Svc		\$256,032	\$256,032
Sub-total			\$781,063	\$1,676,432	\$2,457,515

FIT/MNH

Vendor Code: 157730-B001

PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$27,825	\$478,841
2020	102-500734	Contracts for Prog Svc		\$532,758	\$532,758
2021	102-500734	Contracts for Prog Svc		-\$133,110	\$133,110
Sub-total			\$451,016	\$693,693	\$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	(\$43,000)	\$129,508
2020	102-500734	Contracts for Prog Svc		\$156,879	\$156,879
2021	102-500734	Contracts for Prog Svc		\$39,390	\$39,390
Sub-total			\$172,508	\$153,269	\$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$401	\$436,828
2020	102-500734	Contracts for Prog Svc		\$136,505	\$136,505
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$436,227	\$136,906	\$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	(\$49,999)	\$53,365
2020	102-500734	Contracts for Prog Svc		\$31,240	\$31,240
2021	102-500734	Contracts for Prog Svc		\$8,150	\$8,150
Sub-total			\$103,364	(\$10,609)	\$92,755

Attachment A
Financial Details

Hope on Haven H2 Vendor Code: 275119-8001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	(\$135,373)	\$59,233
2020	102-500734	Contracts for Prog Svc		\$66,555	\$66,555
2021	102-500734	Contracts for Prog Svc		\$16,978	\$16,978
Sub-total			\$194,606	(\$51,840)	\$142,766

North Country Health Consortium Vendor Code: 158557-8001 PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$80,584	\$281,322
2020	102-500734	Contracts for Prog Svc		\$247,882	\$247,882
2021	102-500734	Contracts for Prog Svc		\$61,801	\$61,801
Sub-total			\$200,728	\$390,277	\$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$84,079	\$246,754
2020	102-500734	Contracts for Prog Svc		\$214,605	\$214,605
2021	102-500734	Contracts for Prog Svc		\$53,651	\$53,651
Sub-total			\$162,675	\$352,335	\$515,010

Attachment A
Financial Details

Seacoast Youth
Services Vendor Code: 203944-B001

PO1062964

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
2020	102-500734	Contracts for Prog Svc		\$0	\$0
2021	102-500734	Contracts for Prog Svc		\$0	\$0
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155292-B001

PO1062969

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	(\$203,150)	\$208,591
2020	102-500734	Contracts for Prog Svc		\$255,353	\$255,353
2021	102-500734	Contracts for Prog Svc		\$63,836	\$63,836
Sub-total			\$411,741	\$116,041	\$527,782

West Central
Services Vendor Code: 177654-B001

PO1062968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	(\$40,833)	\$915
2020	102-500734	Contracts for Prog Svc		\$6,791	\$6,791
2021	102-500734	Contracts for Prog Svc		\$1,696	\$1,696
Sub-total			\$41,548	(\$32,144)	\$9,404
Total Clinical Svc			\$3,287,382	\$3,263,282	\$6,640,663

Attachment A
Financial Details

**05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH,
BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79T081685 CFDA 93.788)**

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dames Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$3,400	\$11,600	\$15,000
2020	102-500734	Contracts for Prog Svc	\$0	\$51,000	\$51,000
2021	102-500734	Contracts for Prog Svc	\$0	\$7,000	\$7,000
Sub-total			\$3,400	\$69,600	\$73,000

Ester Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$1,091,800	(\$307,800)	\$784,000
2020	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$1,091,800	\$809,000	\$1,900,800

Attachment A
Financial Details

FIT/NH/NH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
2020	102-500734	Contracts for Prog Svc	\$0	\$208,856	\$208,856
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$208,256	\$208,856	\$417,112

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$890,300	(\$537,300)	\$353,000
2020	102-500734	Contracts for Prog Svc	\$0	\$200,000	\$200,000
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$890,300	(\$337,300)	\$553,000

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$80,600	\$70,000	\$150,600
2020	102-500734	Contracts for Prog Svc	\$0	\$299,000	\$299,000
2021	102-500734	Contracts for Prog Svc	\$0	\$5,400	\$5,400
Sub-total			\$80,600	\$374,400	\$455,000

Attachment A
Financial Details

Hope on Haven Hll Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$218,400	(\$42,400)	\$176,000
2020	102-500734	Contracts for Prog Svc	\$0	\$302,000	\$302,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$218,400	\$284,600	\$503,000

North County Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$114,200	\$102,800	\$217,000
2020	102-500734	Contracts for Prog Svc	\$0	\$372,000	\$372,000
2021	102-500734	Contracts for Prog Svc	\$0	\$6,000	\$6,000
Sub-total			\$114,200	\$480,800	\$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$584,800	(\$148,600)	\$436,200
2020	102-500734	Contracts for Prog Svc	\$0	\$751,000	\$751,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$584,800	\$627,400	\$1,212,000

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services

Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$378,800	(\$14,600)	\$365,000
2020	102-500734	Contracts for Prog Svc	\$0	\$825,000	\$825,000
2021	102-500734	Contracts for Prog Svc	\$0	\$25,000	\$25,000
Sub-total			\$378,800	\$835,400	\$1,015,000

West Central
Services

Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2020	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
2021	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$3,871,188	\$3,194,788	\$8,725,912
Grand Total All			\$4,279,098	\$7,872,684	\$18,150,682

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors	Vendor Code:	Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PQ1062982	Community Council of Nashua-G Nashua Comm Mental Health	154112-B001	\$182,000	(\$152,000)	\$10,000	\$3,000
PQ1062978	Dismas Home of NH	290061-B001	\$243,400	(\$148,400)	\$131,000	\$27,000
PQ1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Fernum	177204-B005	\$2,210,171	\$89,829	\$2,597,800	\$402,000
PQ1063556	FITAMNH	157730-B001	\$654,031	\$27,825	\$993,328	\$198,000
PQ1062977	Grafton County	177397-B003	\$247,000	(\$43,000)	\$231,000	\$58,000
PQ1063242	Greater Nashua Council on Alcoholism	168574-B001	\$1,514,899	(\$536,899)	\$401,000	\$0
PQ1062979	Headrest, Inc	175226-B001	\$228,599	\$20,001	\$345,000	\$17,400
PQ1063243	Hope on Haven Hill	275119-B001	\$497,041	(\$222,041)	\$400,000	\$50,000
PQ1062986	North Country Health Consortium	158557-B001	\$401,606	\$183,394	\$737,000	\$97,000
PQ1062985	Phoenix Houses of New England, Inc.	177589-B001	\$817,521	(\$82,521)	\$1,067,000	\$104,000
PQ1062964	Seacoast Youth Services	203944-B001	\$73,200	\$0	\$0	\$0
PQ1062989	Southeastern NH Alcohol and Drug Services	155292-B001	\$999,140	(\$228,140)	\$1,001,000	\$119,000
PQ1062968	West Central Services	177654-B001	\$59,490	(\$55,490)	\$10,000	\$2,500
	Total		\$8,278,098	(\$1,127,442)	\$7,924,128	\$1,075,900



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department and Southeastern New Hampshire Alcohol & Drug Abuse Services", (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 Country Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; 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:
September 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,861,000.
3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.
4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

[Signature]
Katja S. Fox
Director

Southeastern New Hampshire Alcohol & Drug Abuse
Services

5/29/19
Date

[Signature]
Name: Denise Elward, MBA
Title: Operations Director

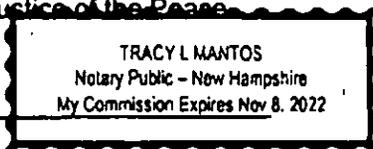
Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on May 29, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tracy L. Mantos HR Administrator
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



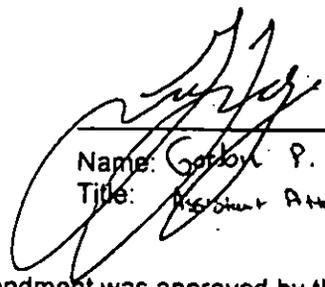


**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/14/19
Date


Name: Gordon P. Landrigan
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit A, Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. Standard Compliance

- 1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

- 1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

- 1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

- 1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal



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Substance Use Disorder Treatment and Recovery Support Services

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preparations.

- 1.4.2.3.3. Long-acting injectable buprenorphine products.
- 1.4.2.3.4. Buprenorphine implants.
- 1.4.2.3.5. Injectable extended-release naltrexone.
- 1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program, for clients identified as at risk of or with HIV/AIDS.
- 1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:
 - 1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.
 - 1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and
 - 1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor shall provide services to eligible individuals who:



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Substance Use Disorder Treatment and Recovery Support Services**

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- 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.
- 2.2. Resiliency and Recovery Oriented Systems of Care
- 2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
 - 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;
 - 2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.
 - 2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.



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2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential



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substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.



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2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as



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but not limited to New Hampshire Administrative
Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:



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- 2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 2.5.5.2. During treatment only when determined by a Licensed Counselor.
 - 2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4, above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.
 - 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
 - 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or
 - 2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and



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- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
 - 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Doorways
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the



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Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor shall provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

- 2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor shall report to the Department monthly:
- 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs



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- 2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;
- 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record
- 2.8. Service Delivery Activities and Requirements
- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
 - 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
 - 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and
 - 2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
 - 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 2.8.3.1.1. Specific, clearly defining what shall be done.
 - 2.8.3.1.2. Measurable, including clear criteria for progress and completion.
 - 2.8.3.1.3. Attainable, within the individual's ability to achieve.



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- 2.8.3.1.4. Realistic, the resources are available to the individual.
- 2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:
 - 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
 - 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
 - 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
 - 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate



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referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at



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the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
 - 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
 - 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or, discharge from treatment, is therefore indicated; or
 - 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed



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a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment



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- 2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:
- 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 2.10.1.2. Apply to employees, clients and employee or client visitors;
 - 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
 - 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
 - 2.10.1.7. Prohibit tobacco use in any company vehicle.
 - 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
- 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 3.1.1.3. Licensed mental health provider.



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- 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:
- 3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:
- 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
- 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and



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- 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:
- 3.9.1. The contract requirements.
- 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human



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immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.
 - 5.2.1. Any client refusing to sign the informed consent in 5.2:
 - 5.2.1.1. Shall not be entered into the WITS system; and
 - 5.2.1.2. Shall not receive services under this contract.
 - 5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4, shall be assisted in finding alternative payers for the required services.
- 5.3. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program



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- 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
- 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
- 6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;
- 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
 - 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information,



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- as well as the identification of any other individuals involved;
- 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
 - 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.
- 6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.
- 6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
- 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
- 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:



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- 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.



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- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 8.3. In the event that the Contractor does not meet either:
- 8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
- 8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.



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- 8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

- 9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and
 - 9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service



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- 9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
- 9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
- 9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that shall be taken to correct each deficiency;
 - 10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale and not to exceed \$4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally defined monthly cost of living (COL)

3.4.1.1. If the individual owns a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5+
	\$ 3,119.90	\$ 3,964.90	\$ 4,252.10	\$ 4,798.80	\$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

Monthly COL	Family Size				
	1	2	3	4	5
	\$ 2,570.90	\$ 3,415.90	\$ 3,703.10	\$ 4,249.80	\$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.
- 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
- 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client), unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.
- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.
- 5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.
- 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

- 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 11 below).
- 5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
- 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
- 6.2. The Contractor shall not bill the Department for Room and Board payments in excess of \$1,015,000.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client;
 - 6.3.2. WITS ID of the Client (if applicable)
 - 6.3.3. Period for which room and board payments cover;
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.2.3
 - 6.3.5. Amount being billed to the Department for the service
- 6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/for current diagnoses of Opioid Use Disorder.
- 6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/for current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.
7. **Additional Billing Information: Intensive Case Management Services:**
- 7.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
- 7.2. The Department will not pay for intensive case management provided to a client prior to admission.
- 7.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
8. **Additional Billing Information: Transportation**
- 8.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
- 8.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or..
- 8.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 8.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 8.3. The Contractor will invoice the Department according to Department instructions.
9. **Additional Billing Information: Child Care**



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 9.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
 - 9.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
 - 9.1.2. At the actual cost to purchase childcare from a licensed child care provider.
 - 9.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
 - 9.3. The Contractor will invoice the Department according to Department instructions.
10. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 10.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 10.2. Medication:
 - 10.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
 - 10.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
 - 10.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.
 - 10.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
 - 10.2.4. The Contractor shall maintain documentation of the following:
 - 10.2.4.1. WITS Client ID #;



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

- 10.2.4.2. Period for which prescription is intended;
- 10.2.4.3. Name and dosage of the medication;
- 10.2.4.4. Associated Medicaid Code;
- 10.2.4.5. Charge for the medication.
- 10.2.4.6. Client cost share for the service; and
- 10.2.4.7. Amount being billed to the Department for the service.

10.3. Physician Time:

10.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

10.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

10.3.3. The Contractor shall maintain documentation of the following:

- 10.3.3.1. WITS Client ID #;
- 10.3.3.2. Date of Service;
- 10.3.3.3. Description of service;
- 10.3.3.4. Associated Medicaid Code;
- 10.3.3.5. Charge for the service;
- 10.3.3.6. Client cost share for the service; and
- 10.3.3.7. Amount being billed to the Department for the service.

10.3.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month.

10.3.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.



New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

11. Charging the Client for Room and Board for Low Intensity Residential Services

11.1. The Contractor may charge the client fees for room and board, in addition to:

11.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

11.1.2. The charges to the Department

11.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

11.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

11.4. The Contractor shall maintain records to account for the client's contribution to room and board.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

Exhibit B, Amendment #3

250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

- 12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
13. Submitting Charges for Payment
- 13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:
- 13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 13.1.5. Submit separate batches for each billing month.
- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
- 13.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

15. The Contractor shall keep detailed records of their activities related to Department funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. Contractor shall have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice shall need to be accompanied by supporting documentation.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit B, Amendment #3

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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STATE OF NEW HAMPSHIRE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
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www.dhhs.nh.gov

November 14, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by \$3,362,900 from \$4,915,198 to an amount not to exceed \$8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	\$240,000	\$3,400	\$243,400	O:06/20/18 Late Item G A: 07/27/18 Item #7
FIT/NHNN, Inc.	\$854,031	\$0.00	\$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0.00	\$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	\$624,599	\$890,300	\$1,514,899	O: 07/27/18 Item #7
Headrest	\$147,999	\$80,600	\$228,599	O:06/20/18 Late Item G A: 07/27/18 Item #7
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$1,091,800	\$2,210,171	O:06/20/18 Late Item G A: 07/27/18 Item

				#7
Hope on Haven Hill	\$278,641	\$218,400	\$497,041	O: 07/27/18 Item #7
North Country Health Consortium	\$287,406	\$114,200	\$401,606	O:06/20/18 Late Item G A: 07/27/18 Item #7
Phoenix Houses of New England, Inc.	\$232,921	\$584,600	\$817,521	O:06/20/18 Late Item G A: 07/27/18 Item #7
Seacoast Youth Services	\$73,200	\$0.00	\$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$379,600	\$969,140	O:06/20/18 Late Item G A: 07/27/18 Item #7
The Community Council of Nashua, N.H.	\$162,000	\$0.00	\$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	\$59,490	\$0.00	\$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	\$4,915,198	\$3,362,900	\$8,278,098	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is sole source because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover \$100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$48,657	\$0	\$48,657
Sub-total			\$48,657	\$0	\$48,657

Clamas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Eastor Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$337,288	\$0	\$337,288
Sub-total			\$337,288	\$0	\$337,288

Fit/NHMH

Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,759	\$0	\$194,759
Sub-total			\$194,759	\$0	\$194,759

Grafton County

Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$74,492	\$0	\$74,492
Sub-total			\$74,492	\$0	\$74,492

Greater Nashua
Council on
Alcoholism

Vendor Code: 186574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$188,372	\$0	\$188,372
Sub-total			\$188,372	\$0	\$188,372

Headrest, Inc

Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope on Haven HCO Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$84,035	\$0	\$84,035
Sub-total			\$84,035	\$0	\$84,035

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$86,678		\$86,678
Sub-total			\$86,678	\$0	\$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,246		\$70,246
Sub-total			\$70,246	\$0	\$70,246

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,076	\$0	\$22,076
Sub-total			\$22,076	\$0	\$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,799	\$0	\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$1,419,560	\$0	\$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFOA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,619	\$0	\$167,619
Sub-total			\$167,619	\$0	\$167,619

Essier Seals of NH
Manchester
Alcoholism Rehab
Ctr/Famum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083	\$0	\$781,083
Sub-total			\$781,083	\$0	\$781,083

FIT/NO/NH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$451,016	\$0	\$451,016
Sub-total			\$451,016	\$0	\$451,016

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,508	\$0	\$172,508
Sub-total			\$172,508	\$0	\$172,508

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$436,227	\$0	\$436,227
Sub-total			\$436,227	\$0	\$436,227

Headrest, Inc. Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,364	\$0	\$103,364
Sub-total			\$103,364	\$0	\$103,364

Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$194,606	\$0	\$194,606
Sub-total			\$194,606	\$0	\$194,606

North Country
Health Consortium Vendor Code: 156557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$0	\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southern NH
Alcohol and Drug
Services Vendor Code: 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$3,287,382	\$0	\$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, MHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081665 CFDA 93.788)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 154112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$3,400	\$3,400
Sub-total			\$0	\$3,400	\$3,400

Easter Seals of NH
Manchester
Alcoholism Rehab
Cirr/Famum Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
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Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	\$0	\$1,091,800	\$1,091,800
Sub-total			\$0	\$1,091,800	\$1,091,800

FIT/NHH Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$208,256	\$0	\$208,256
Sub-total			\$208,256	\$0	\$208,256

Grafton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0

Greater Nashua Council on Alcoholism Vendor Code: 188574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$890,300	\$890,300
Sub-total			\$0	\$890,300	\$890,300

Headrest, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$80,600	\$80,600
Sub-total			\$0	\$80,600	\$80,600

Hope on Haven Hill Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$218,400	\$218,400
Sub-total			\$0	\$218,400	\$218,400

North Country Health Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$114,200	\$114,200
Sub-total			\$0	\$114,200	\$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$584,600	\$584,600
Sub-total			\$0	\$584,600	\$584,600

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 Country Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$969,140.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

[Signature]
Katja S. Fox
Director

Contractor Name

11/13/18
Date

[Signature]
Name: NICHOLAS REIFER
Title: CEO

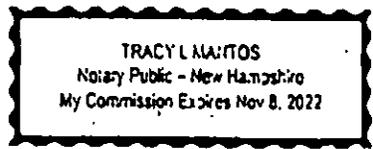
Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 11-13-2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tracy L. Mantos HR Administrator
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 8, 2022



New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/11/2018
Date

Mary J. Smith
Name: *Mary J. Smith*
Title: *Sr. Asst. Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. Standard Compliance

- 1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.
- 1.5.2. State Opioid Response (SOR) Grant Standards
 - 1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:
 - 1.5.2.3.1. Methadone.
 - 1.5.2.3.2. Buprenorphine products, including:
 - 1.5.2.3.2.1. Single-entity buprenorphine products.


Date 11/13/14



Exhibit A, Amendment #2

- 1.5.2.3.2.2. Buprenorphine/naloxone tablets,
- 1.5.2.3.2.3. Buprenorphine/naloxone films.
- 1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.
- 1.5.2.3.3. Long-acting injectable buprenorphine products.
- 1.5.2.3.4. Buprenorphine implants.
- 1.5.2.3.5. Injectable extended-release naltrexone.
- 1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDS program.
- 1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care


Date 11/13/18



Exhibit A, Amendment #2

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:
 - 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
 - 2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
 - 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
 - 2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services;
 - 2.2.2.4.2. Referring any client receiving room & board payment to the Hub;
 - 2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and
 - 2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.
 - 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
 - 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 2.3. Substance Use Disorder Treatment Services
 - 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:


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Exhibit A, Amendment #2

-
- 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.
 - 2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.
 - 2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.


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Exhibit A, Amendment #2

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting men and



Exhibit A, Amendment #2

women to and from services as required by the client's treatment plan:

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.


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Exhibit A, Amendment #2

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 and 2.3.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a


Date 11/13/15



Exhibit A, Amendment #2

recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

- 2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
 - 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
 - 2.5.7.2.1. A service with a lower ASAM Level of Care;
 - 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
 - 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
 - 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
 - 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

[Handwritten Signature]
[Handwritten Date]



Exhibit A, Amendment #2

- 2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.
- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.


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- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.
- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
 - 2.5.11.3. Regional Hub(s)
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.


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2.6. Waitlists

- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
- 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4
- 2.6.3. The Contractor will report to the Department monthly:
 - 2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.
 - 2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

- 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:
 - 2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

- 2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.
- 2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:
 - 2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate

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- withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.
- 2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.
- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients


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- functioning relative to ASAM domains and treatment goals and objectives.
- 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
- 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.

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- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

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2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that


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justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or



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2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:



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- 2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
- 2.10.1.2. Apply to employees, clients and employee or client visitors;
- 2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
- 2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.
- 2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
 - 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 - 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.
- 2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one licensed supervisor, defined as:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or



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- 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
- 3.1.1.3. Licensed mental health provider
- 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:
 - 3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 3.1.3. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
- 3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:
 - 3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 - 3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

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- 3.2. The Contractor shall provide training to staff on:
- 3.2.1. Knowledge, skills, values; and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions;
 - 3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.
- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in


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Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;
 - 5.2.2. State employees have access to all information that is entered into the WITS system;
 - 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

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- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
- 5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
- 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.
- 5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

- 6.1. The Contractor shall report on the following:
- 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;
 - 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;



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- 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf> to the bureau
 - 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to

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the Department, in writing, as it becomes available or upon request of the Department; and

- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

- 7.1.1. Participation in electronic and in-person client record reviews
- 7.1.2. Participation in site visits
- 7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and
- 7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:



Exhibit A, Amendment #2

- 8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 8.1.2. Current Ratio:
- 8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 8.1.2.2. Formula: Total current assets divided by total current liabilities.
- 8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 8.1.3. Debt Service Coverage Ratio:
- 8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 8.1.4. Net Assets to Total Assets:
- 8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.



Exhibit A, Amendment #2

- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
 - 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.



Exhibit A, Amendment #2

- 9.1. The Contractor must ensure that 100% of clients covered by room and board payments for residential levels of care 3.1 and/or 3/5 under this contract that enter care directly through the Vendor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.
- 9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

The following performance measures are required for client services rendered from all sources of funds.

- 9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
 - 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
 - 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
 - 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
 - 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service


Date 11/13/18



10. Contract Compliance Audits

- 10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.
- 10.2. The Contractor shall ensure the corrective action plan shall include:
 - 10.2.1. The action(s) that will be taken to correct each deficiency;
 - 10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;
 - 10.2.3. The specific steps and time line for implementing the actions above;
 - 10.2.4. The plan for monitoring to ensure that the actions above are effective; and
 - 10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
 - 2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788); and
 - 2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.



Exhibit B, Amendment #2

- 3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.
- 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table, except for Childcare (See Section 10 below).
- 5.1. The Contractor shall:
- 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
- 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
- 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.
 - 5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).



Exhibit B, Amendment #2

- 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 11 Sliding Fee Scale for the client's applicable income level.
 - 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD)
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential levels of care 3.1 and/or 3.5.
 - 6.2. The Contractor shall maintain documentation of the following:

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B, Amendment #2

- 6.2.1. Medicaid ID of the Client;
- 6.2.2. WITS ID of the Client (if applicable)
- 6.2.3. Period for which room and board payments cover;
- 6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3
- 6.2.5. Amount being billed to the Department for the service
- 6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.
- 6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.
- 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.
7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
 - 7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:
 - 7.2. Medication:
 - 7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.
 - 7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:
 - 7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.


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Exhibit B, Amendment #2

- 7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.
- 7.2.4. The Contractor shall maintain documentation of the following:
- 7.2.4.1. WTS Client ID #;
 - 7.2.4.2. Period for which prescription is intended;
 - 7.2.4.3. Name and dosage of the medication;
 - 7.2.4.4. Associated Medicaid Code;
 - 7.2.4.5. Charge for the medication.
 - 7.2.4.6. Client cost share for the service; and
 - 7.2.4.7. Amount being billed to the Department for the service.
- 7.3. Physician Time:
- 7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.
- 7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.
- 7.3.3. The Contractor shall maintain documentation of the following:
- 7.3.3.1. WTS Client ID #;
 - 7.3.3.2. Date of Service;
 - 7.3.3.3. Description of service;
 - 7.3.3.4. Associated Medicaid Code;
 - 7.3.3.5. Charge for the service;
 - 7.3.3.6. Client cost share for the service; and
 - 7.3.3.7. Amount being billed to the Department for the service.
- 7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WTS-system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment



Exhibit B, Amendment #2

- 8.1. The Contractor may charge the client fees for room and board, in addition to:
 - 8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale
 - 8.1.2. The charges to the Department
- 8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge:
- 8.4. The Contractor shall maintain records to account for the client's contribution to room and board.
- 9. Additional Billing Information: Intensive Case Management Services:
 - 9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 9.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.
- 10. Additional Billing Information: Transportation
 - 10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2:4:2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1, Amendment #2 Service Fee Table for

[Signature]
 Date 11/13/15



Exhibit B, Amendment #2

Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Charging for Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1, Amendment #2 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%

Southeastern New Hampshire Alcohol & Drug Abuse Services

Exhibit B, Amendment #2

Vendor Initials


Date 11/13/14



Exhibit B, Amendment #2

300% - 349%	57%
350% - 399%	77%

- 12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
13. Submitting Charges for Payment
- 13.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:
- 13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 13.1.5. Submit separate batches for each billing month.
- 13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor will keep detailed records of their activities related to Department funded programs and services.
16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.


11/13/19



Exhibit B, Amendment #2

17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



Exhibit B, Amendment #2

applicable program, and participation must be voluntary for the program beneficiaries.

[Handwritten Signature]
[Handwritten Date: 11/12/18]



Exhibit B-1, Amendment #1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.80	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.7.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.8.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.9.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.10.	Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.11.	Recovery Support Services: Individual Intensive Case Management	\$16.50	15 min

[Signature]
 11/12/12

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1, Amendment #1

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.12.	Recovery Support Services: Group Intensive Case Management	\$5.50	15 min
1.13.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.14.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15.	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.16.	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17.	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

[Signature]
 1/12/14



Jeffrey A. Meyers
Commissioner

Kath S. Fraz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

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July 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by \$1,549,015, from \$3,157,927, to an amount not to exceed \$4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/Decrease	Revised Budget
Damas Home of New Hampshire, Inc.	\$240,000	\$0	\$240,000
FIT/NH/NH, Inc.	\$0	\$845,775	\$845,775
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000	\$0	\$247,000
Greater Nashua Council on Alcoholism	\$0	\$624,599	\$624,599
Headrest	\$147,999	\$0	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371	\$0	\$1,118,371
Hope on Haven Hill	\$0	\$278,641	\$278,641
North Country Health Consortium	\$287,408	\$0	\$287,408
Phoenix Houses of New England, Inc.	\$232,921	\$0	\$232,921
Seacoast Youth Services	\$73,200	\$0	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,540	\$0	\$589,540
The Community Council of Nashua, N.H.	\$162,000	\$0	\$162,000
West Central Services, Inc.	\$59,490	\$0	\$59,490
Total SFY19	\$3,157,927	\$1,549,015	\$4,706,942

7
Note

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified:

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS, DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS, DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS,
CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN: TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNN, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018. Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

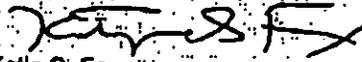
Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

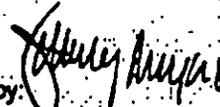
Source of Funds: 55.97% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Substance Use Disorder Treatment And
Recovery Support Services**

RFA-2019-0048-01-SUBST

RFA Name

RFA Number

Reviewer Name(s)

- 1. Janelle Powers, Critical & Recovery
Specs Admin II, 0045
- 2. Julie Lane, Program Specialist II,
0045
- 3. Dawn Disher, Prog Specialist IV,
Child Biol Health
- 4. Paul Karon, Clinical Spec
Subst, Drug & Alcohol Svcs
- 5. Kelly Brockway, Int Policy Analyst,
Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	441	270	North Country
2. Dismas Home of New Hampshire, Inc.	443	283	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	336	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	323	Capital
5. FITHDON, Inc.	444	260	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	444	see below*	Upper Valley
9. Headstart	440	280	Upper Valley
10. Hope on Haven Hill Inc.	441	304	Stratford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carroll County
14. Phoenix Houses of New England, Inc.	440	281	Manchester
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	441	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	221	Greater Seacoast
20. White Horse Addiction Center, Inc.	440	133**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-01-03-020310-33220000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HOCS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCONDL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Ct
Nashua Comm
Mental Health Vendor Code: 154112-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$48,857	\$0	\$48,857
Sub-total			\$48,857	\$0	\$48,857

Dispute Home of HO1 Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$72,381	\$0	\$72,381
Sub-total			\$72,381	\$0	\$72,381

Early Beds of HO1
Manchester
Alcoholism Rehab
Ct/Ferrum Vendor Code: 177204-0005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$337,258	\$0	\$337,258
Sub-total			\$337,258	\$0	\$337,258

FITADMM Vendor Code: 157730-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$0	\$194,759	\$194,759
Sub-total			\$0	\$194,759	\$194,759

Grafton County Vendor Code: 177397-0003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$74,482	\$0	\$74,482
Sub-total			\$74,482	\$0	\$74,482

Greater Nashua
Council on
Alcoholism Vendor Code: 186574-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$0	\$188,372	\$188,372
Sub-total			\$0	\$188,372	\$188,372

Headrest, Inc Vendor Code: 175228-0001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-000734	Contracts for Prog Svc	\$44,635	\$0	\$44,635
Sub-total			\$44,635	\$0	\$44,635

Attachment A
Financial Details

Hope On Haven Hll Vendor Code: 275119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$0	\$84,035	\$84,035
Sub-total			\$0	\$84,035	\$84,035

North Country Health Consortium Vendor Code: 158537-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$85,878		\$85,878
Sub-total			\$85,878	\$0	\$85,878

Phoenix Houses of New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$22,078	\$0	\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$177,789	\$0	\$177,789
Sub-total			\$177,789	\$0	\$177,789

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$17,942	\$0	\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$772,294	\$467,168	\$1,239,462

03-85-82-020510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HCS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TID10033 CFDA 93.852)

Community Council of Nashua-Cr Nashua Comm Mental Health Vendor Code: 134112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$113,143	\$0	\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Charles Horne of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$187,819	\$0	\$187,819
Sub-total			\$187,819	\$0	\$187,819

Esper Seals of NH
Manchester
Alcoholism Rehab
CivFarmers Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$781,083	\$0	\$781,083
Sub-total			\$781,083	\$0	\$781,083

FTT/0001 Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$0	\$431,018	\$431,018
Sub-total			\$0	\$431,018	\$431,018

Grafton County Vendor Code: 177377-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$172,508	\$0	\$172,508
Sub-total			\$172,508	\$0	\$172,508

Greater Nashua
Council on
Alcoholism Vendor Code: 166574-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$0	\$436,227	\$436,227
Sub-total			\$0	\$436,227	\$436,227

Madras, Inc Vendor Code: 175226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$103,364	\$0	\$103,364
Sub-total			\$103,364	\$0	\$103,364

Hope on Hope MB Vendor Code: 273119-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$0	\$194,606	\$194,606
Sub-total			\$0	\$194,606	\$194,606

North Country
Hudson Consortium Vendor Code: 158557-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$200,728	\$0	\$200,728
Sub-total			\$200,728	\$0	\$200,728

**Attachment A
Financial Details**

Phoenix Houses of
New England, Inc. Vendor Code: 177589-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$162,675	\$0	\$162,675
Sub-total			\$162,675	\$0	\$162,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$51,124	\$0	\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$411,741	\$0	\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177634-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$41,548	\$0	\$41,548
Sub-total			\$41,548	\$0	\$41,548
Total Clinical Svc			\$2,208,523	\$1,081,848	\$3,290,371
Grand Total All			\$3,157,927	\$1,849,016	\$4,706,943

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract**

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:
 - 2.7. Assistance with Enrolling in Insurance Programs
 - 2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:
 - 2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:
 - 3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 13, in its entirety.

The rest of this page intentionally left blank.



**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

[Signature]
Katja S. Fox
Director

Southeastern New Hampshire Alcohol & Drug
Abuse Services

Date
[Signature]
Name:
Title:

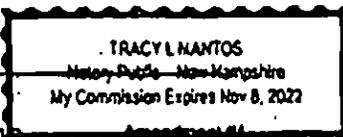
Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 6/27/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Tracy L. Mantos - HR Coordinator
Name and Title of Notary or Justice of the Peace

My Commission Expires:





**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date

[Signature]
Name: *Megan A. [unclear]*
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:

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION FOR BEHAVIORAL HEALTH
 BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
 Commissioner

Kathy S. Fox
 Director

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6110 · 1-800-833-3343 Ext. 6738
 Fax: 603-271-6193 · TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

June 19, 2018

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed \$3,167,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 66.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	\$240,000
Grafton County New Hampshire - Department of Corrections and Alternative Sentencing	\$247,000
Headrest	\$147,999
Manchester Alcoholism Rehabilitation Center	\$1,118,371
North Country Health Consortium	\$287,408
Phoenix Houses of New England, Inc.	\$232,921
Seacoast Youth Services	\$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	\$589,640
The Community Council of Nashua, N.H.	\$162,000
West Central Services, Inc.	\$59,490
Total SFY18	\$3,167,927

Funds to support this request are available in State Fiscal Year 2018 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of \$3,167,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2894 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Human Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

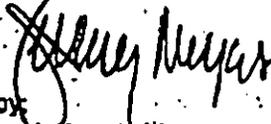
Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.859, Federal Award Identification Number T1010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Substance Use Disorder Treatment And
Recovery Support Services
RFA Name

RFA-2019-BDAB-01-SUBBT
RFA Number

Reviewer Names

1. Nicole Powers, Clinical & Recovery
Services Admin II, EDAS
2. Julia Lane, Program Specialist III,
DHS
3. Shawn Blaney, Prog Specialist IV,
Child Svcs Health
4. Paul Manning, Clinical Svcs
Support, Drug & Alcohol Svcs
5. Abby Grackley, Int/PPC/AN/SL
Substance Use Svcs, Observer only

Order	Vendor Name	Maximum Points	Actual Points	Region
1.	County of Grafton New Hampshire - Grafton County Department of Corrections	440	370	North Country
2.	Umasa Home of New Hampshire, Inc.	440	232	Greater Manchester
3.	Manchester Alcoholism Rehabilitation Center	440	328	Greater Manchester
4.	Manchester Alcoholism Rehabilitation Center	440	318	Central
5.	FTTHMOH, Inc.	440	360	Greater Manchester
6.	Grafton County New Hampshire - Grafton County Alternative Sentencing	440	260	North Country
7.	The Community Council of Nashua, N. H.	440	280	Greater Nashua
8.	Halo Educational Systems	440	see below	Upper Valley
9.	Headrest	440	283	Upper Valley
10.	Hope on Haven Hill Inc.	440	304	Stratford County
11.	Greater Nashua Council on Alcoholism	440	234	Greater Nashua
12.	North Country Health Consortium	440	223	North Country
13.	North Country Health Consortium	440	293	Carroll County
14.	Phoenix Houses of New England, Inc.	440	381	Manchester
15.	Seacoast Youth Services	440	218	Seacoast
16.	Seacoast Youth Services	440	218	Stratford County
17.	Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18.	Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19.	West Central Services, Inc.	440	331	Greater Sullivan
20.	White Horse Addiction Center, Inc.	440	138**	Carroll County

Halo Educational Systems: Application was disqualified as non-responsive.
White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-05-02-020110-33220000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council
of Nashua-Gr
Nashua Comm
Mental Health Vendor Code: 164112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$48,657		\$48,657
Sub-total			\$48,657	\$0	\$48,657

Dispense Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$72,381		\$72,381
Sub-total			\$72,381	\$0	\$72,381

Exeter State of NH
Manchester
Alcoholism Rehab
Cof/Furnish Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$337,288		\$337,288
Sub-total			\$337,288	\$0	\$337,288

Orlton County Vendor Code: 177397-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$74,482		\$74,482
Sub-total			\$74,482	\$0	\$74,482

Needles, Inc Vendor Code: 178226-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$44,635		\$44,635
Sub-total			\$44,635	\$0	\$44,635

North Country
Health Consortium Vendor Code: 188587-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$88,678		\$88,678
Sub-total			\$88,678	\$0	\$88,678

Attachment A
Financial Details

Pioneer Houses of
New England, Inc. Vendor Code: 177510-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$70,248		\$70,248
Sub-total			\$70,248	\$0	\$70,248

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$22,078		\$22,078
Sub-total			\$22,078	\$0	\$22,078

Southeastern NH
Alcohol and Drug
Services Vendor Code: 163282-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$177,799		\$177,799
Sub-total			\$177,799	\$0	\$177,799

West Central
Services Vendor Code: 177864-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$17,942		\$17,942
Sub-total			\$17,942	\$0	\$17,942
Total Gov. Comm			\$922,224	\$0	\$922,224

03-03-02-020910-303944000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN T1010035 CFDA 13.133)

Community Council
of Nashua-C/
Nashua Comm
Mental Health Vendor Code: 164112-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$113,143		\$113,143
Sub-total			\$113,143	\$0	\$113,143

Attachment A
Financial Details

Dixons Horse of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$167,819		\$167,819
Sub-total			\$167,819	\$0	\$167,819

Essex Seals of NH
Manchester
Alcoholism Rehab
CofFarnum

Vendor Code: 177204-8006

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$781,083		\$781,083
Sub-total			\$781,083	\$0	\$781,083

Grafton County Vendor Code: 177337-8003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$172,808		\$172,808
Sub-total			\$172,808	\$0	\$172,808

Headstart, Inc Vendor Code: 178228-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$103,384		\$103,384
Sub-total			\$103,384	\$0	\$103,384

North Country
Health Consortium

Vendor Code: 188537-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	\$200,728		\$200,728
Sub-total			\$200,728	\$0	\$200,728

Attachment A
Financial Details

Phoenix Houses of
New England, Inc. Vendor Code: 177520-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$182,675		\$182,675
Sub-total			\$182,675	\$0	\$182,675

Seacoast Youth
Services Vendor Code: 203944-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$51,124		\$51,124
Sub-total			\$51,124	\$0	\$51,124

Southern NH
Alcohol and Drug
Services Vendor Code 150292-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$411,741		\$411,741
Sub-total			\$411,741	\$0	\$411,741

West Central
Services Vendor Code: 177664-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2019	102-600734	Contracts for Prog Svc	\$41,648		\$41,648
Sub-total			\$41,648	\$0	\$41,648
Total Clinical Svc			\$2,293,639	\$0	\$2,293,639
Grand Total All			\$3,167,827	\$0	\$3,167,827

Subject: Substance Use Disorder Treatment and Recovery Support Services (REA-2019-BDAS-01-SUBST-11)

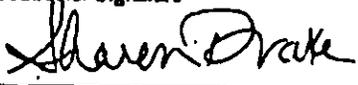
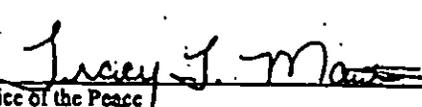
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southeastern New Hampshire Alcohol & Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover NH 03820	
1.5 Contractor Phone Number 603-516-8164	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$589,540
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Drake CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Stratford</u> On <u>5/31/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 		TRACY L. MANTOS Notary Public - New Hampshire My Commission Expires Nov 8, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Tracy L. Mantos, Notary			
1.14 State Agency Signature KATIA S FOX Date: <u>6/7/18</u>		1.15 Name and Title of State Agency Signatory Katia S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/8/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 act off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.
- 1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

- 2.1.1. The Contractor will provide services to eligible individuals who:
 - 2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and
 - 2.1.1.2. Have income below 400% Federal Poverty Level, and
 - 2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and
 - 2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

- 2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>).
- 2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

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- 2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.
- 2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.
- 2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network
- 2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:
 - 2.2.2.4.1. Ensuring timely admission of clients to services
 - 2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours
 - 2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and
- 2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.
- 2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

- 2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:
 - 2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.
 - 2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

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exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by



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the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (<https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215>) and which exceed the minimum case management requirements for the ASAM level of care.

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to

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and from services as required by the client's treatment plan.

2.4.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 600 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C.1000; drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.



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2.6. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial intake screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 and 2.3.2 within two (2) days of the initial intake screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

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- 2.5.4.1. Prior to admission as a part of Interim services or within 3 business days following admission.
- 2.5.4.2. During treatment only when determined by a Licensed Counselor.
- 2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.
- 2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.
- 2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:
- 2.5.7.1. The client chooses to receive a service with a lower ASAM Level of Care; or
- 2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:
- 2.5.7.2.1. A service with a lower ASAM Level of Care;
- 2.5.7.2.2. A service with the next available higher ASAM Level of Care;
- 2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or
- 2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:
- 2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of Interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
- 2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.



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- 2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.
- 2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:
 - 2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;
 - 2.5.8.1.3.2. Recovery support services as needed by the client;
 - 2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.
- 2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 2.5.8.4. Individuals with substance use and co-occurring mental health disorders.
- 2.5.8.5. Individuals with Opioid Use Disorders.
- 2.5.8.6. Veterans with substance use disorders
- 2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 2.5.8.8. Individuals who require priority admission at the request of the Department.
- 2.5.8. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.
- 2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

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- 2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:
- 2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)
 - 2.5.11.2. Probation and parole
- 2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.
- 2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.
- 2.5.14. The Contractor shall not deny services to an adolescent due to:
- 2.5.14.1. The parent's inability and/or unwillingness to pay the fee;
 - 2.5.14.2. The adolescent's decision to receive confidential services, pursuant to RSA 318-B:12-a.
- 2.5.15. The Contractor must provide services to eligible clients who:
- 2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 2.5.15.2. Have co-occurring mental health disorders; and/or
 - 2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal space such as kitchens, group rooms, and recreation may be shared but at separate times.
- 2.6. Waitlists
- 2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.
 - 2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients

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first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.6.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.6.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and



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- 2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that
- 2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
- 2.8.3.1.1. specific, (clearly defining what will be done)
 - 2.8.3.1.2. measurable (including clear criteria for progress and completion)
 - 2.8.3.1.3. attainable (within the individual's ability to achieve)
 - 2.8.3.1.4. realistic (the resources are available to the individual), and
 - 2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).
- 2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:
- 2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.



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- 2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.
- 2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.
- 2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:
- 2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.3. Medication assisted treatment provider.
- 2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer

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- recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
- 2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
- 2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
- 2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.
- 2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that
- 2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.
- 2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
- 2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or
- 2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the



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- Individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or
- 2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively
- 2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:
- 2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
- 2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively

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- different level of care or type of service, or discharge from treatment, is therefore indicated; or
- 2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.
- 2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.
- 2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:
- 2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>
- 2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
- 2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:
- 2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or
- 2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 2.8.7. The Contractor shall deliver services in this Contract in accordance with:
- 2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
- 2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS->
- 2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at



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<http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Assess clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:



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- 2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.
- 2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
- 2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.
- 2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 2.10.1.7. Prohibit tobacco use in any company vehicle.
- 2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

- 3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:
 - 3.1.1. At least one:
 - 3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - 3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.
 - 3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).
 - 3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices; at a minimum:

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- 3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
- 3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
- 3.2. The Contractor shall provide training to staff on:
 - 3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171> and
 - 3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for



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handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

- 3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.
- 3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality.
- 3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:
 - 3.9.1. The contract requirements.
 - 3.9.2. All other relevant policies and procedures provided by the Department.
- 3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

- 4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.
- 4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

- 5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.
- 5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:
 - 5.2.1. The WITS system is administered by the State of New Hampshire;



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- 6.2.2. State employees have access to all information that is entered into the WITS system;
- 5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.
- 5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.
 - 6.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:
 - 5.3.1.1. Shall not be entered into the WITS system; and
 - 5.3.1.2. Shall not receive services under this contract.
 - 5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.
- 5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

- 6.1. The Contractor shall report on the following:
 - 6.1.1. National Outcome Measures (NOMs) data in WITS for:
 - 6.1.1.1. 100% of all clients at admission
 - 6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program
 - 6.1.1.3. 60% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.
 - 6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.
 - 6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;
 - 6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that
 - 6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 6.1.3.1.1. Abuse;

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- 6.1.3.1.2. Neglect;
 - 6.1.3.1.3. Exploitation;
 - 6.1.3.1.4. Rights violation;
 - 6.1.3.1.5. Missing person;
 - 6.1.3.1.6. Medical emergency;
 - 6.1.3.1.7. Restraint; or
 - 6.1.3.1.8. Medical error.
- 6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;
- 6.1.6. Sentinel events to the Department as follows:
- 6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;
 - 6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:
 - 6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;
 - 6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 6.1.6.2.3. Location, date, and time of the event;
 - 6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;
 - 6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 6.1.6.2.6. The identification of any media that had reported the event;
 - 6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at <https://www.dhhs.nh.gov/dcbca/documents/reporting-form.pdf> to the bureau



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- 6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and
- 6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

- 7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:
 - 7.1.1. Participation in electronic and in-person client record reviews
 - 7.1.2. Participation in site visits
 - 7.1.3. Participation in training and technical assistance activities as directed by the Department.
- 7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:
 - 7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and
 - 7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

- 8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

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8.1.1. Days of Cash on Hand:

8.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

8.1.2.2. Formula: Total current assets divided by total current liabilities.

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.6:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

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- 8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 8.2. In the event that the Contractor does not meet either:
- 8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.
 - 8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



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9. Performance Measures

- 9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.
- 9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:
- 9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.
 - 9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening
 - 9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria Identified SUD services (as identified by Initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.
 - 9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of Initial screening.
 - 9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment
 - 9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
 - 9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
 - 9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
 - 9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
 - 9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
 - 9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

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Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
 - 1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location;
 - 1.1.3. Name.
 - 1.2. When there is a new administrator, the following shall apply:
 - 1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
 - 1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
 - 1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
 - 1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
 - 1.2.2.3. Copies of applicable licenses for the new administrator;
 - 1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
 - 1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
 - 1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
 - 1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
 - 2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
 - 2.1.1. The facility premises;
 - 2.1.2. All programs and services provided under the contract; and
 - 2.1.3. Any records required by the contract.
 - 2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
 - 2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
 - 3.1. The department shall impose administrative remedies for violations of contract requirements, including:
 - 3.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 3.1.2. Imposing a directed POC upon a Contractor;
 - 3.1.3. Suspension of a contract; or
 - 3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

- 3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
 - 3.2.1. Identifies each deficiency;
 - 3.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 641-A and He-C 200.
- 3.3. A POC shall be developed and enforced in the following manner:
 - 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
 - 3.3.1.1. How the Contractor intends to correct each deficiency;
 - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
 - 3.3.2. The department shall review and accept each POC that:
 - 3.3.2.1. Achieves compliance with contract requirements;
 - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;
- 3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;
- 3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;
- 3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;
- 3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;
- 3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
 - 3.9.1. Reviewing materials submitted by the Contractor;
 - 3.9.2. Conducting a follow-up inspection; or
 - 3.9.3. Reviewing compliance during the next scheduled inspection;
- 3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.
- 3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

- 3.12.3. A revised POC submitted has not been accepted.
4. Duties and Responsibilities of All Contractors.
- 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
- 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
- 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
- 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
- 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
- 4.6. The Contractor shall:
- 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
- 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
- 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 4.7. The Contractor shall post the following documents in a public area:
- 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
- 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
- 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
- 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
- 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
- 4.11. The Contractor shall:
- 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
- 4.11.2. Submit additional information if required by the department; and
- 4.11.3. Report the event to other agencies as required by law.
- 4.12. The Contractor shall implement policies and procedures for reporting:
- 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:28-30; and
- 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

- 4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.
- 4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;
- 4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.
- 4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.
- 4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.
- 4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:
 - 4.19.1. Procedures for backing up files to prevent loss of data;
 - 4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and
 - 4.19.3. Systems to prevent tampering with information pertaining to clients and staff.
- 4.20. The Contractor's service site(s) shall:
 - 4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;
 - 4.20.2. Have a reception area separate from living and treatment areas;
 - 4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;
 - 4.20.4. Have secure storage of active and closed confidential client records; and
 - 4.20.5. Have separate and secure storage of toxic substances.
- 4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 4.22. The Contractor shall maintain specific policies on the following:
 - 4.22.1. Client rights, grievance and appeals policies and procedures;
 - 4.22.2. Progressive discipline, leading to administrative discharge;
 - 4.22.3. Reporting and appealing staff grievances;
 - 4.22.4. Policies on client alcohol and other drug use while in treatment;
 - 4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;
 - 4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

- 4.22.7. Policies and procedures for holding a client's possessions;
 - 4.22.8. Secure storage of staff medications;
 - 4.22.9. A client medication policy;
 - 4.22.10. Urine specimen collection, as applicable, that:
 - 4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.22.10.2. Minimize falsification;
 - 4.22.11. Safety and emergency procedures on the following:
 - 4.22.11.1. Medical emergencies;
 - 4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.22.11.3. Reporting employee injuries;
 - 4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.22.11.5. Emergency closings;
 - 4.22.11.6. Posting of the above safety and emergency procedures.
 - 4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
 - 4.22.13. Procedures related to quality assurance and quality improvement.
5. Collection of Fees.
- 5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
 - 5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
- 6.1. Contractors shall maintain a record of all client screenings, including:
 - 6.1.1. The client name and/or unique client identifier;
 - 6.1.2. The client referral source;
 - 6.1.3. The date of initial contact from the client or referring agency;
 - 6.1.4. The date of screening;
 - 6.1.5. The result of the screening, including the reason for denial of services if applicable;
 - 6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
 - 6.1.7. Record of all client contacts between screening and removal from the waitlist; and
 - 6.1.8. Date client was removed from the waitlist and the reason for removal.
 - 6.2. For any client who is denied services, the Contractor is responsible for:
 - 6.2.1. Informing the client of the reason for denial;
 - 6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
 - 6.3. The Contractor shall not deny services to a client solely because the client:
 - 6.3.1. Previously left treatment against the advice of staff;
 - 6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

- 6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 6.3.4. Has been diagnosed with a mental health disorder.
- 6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
- 7. Personnel Requirements.
 - 7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
 - 7.1.1. Job title;
 - 7.1.2. Physical requirements of the position;
 - 7.1.3. Education and experience requirements of the position;
 - 7.1.4. Duties of the position;
 - 7.1.5. Positions supervised; and
 - 7.1.6. Title of immediate supervisor.
 - 7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
 - 7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
 - 7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
 - 7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 7.2.3.1. Felony convictions in this or any other state;
 - 7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 7.2.4. Waiver of 7.2.3 above for good cause shown.
 - 7.3. All staff, including contracted staff, shall:
 - 7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
 - 7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
 - 7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
 - 7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
 - 7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

- 7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
- 7.3.4.6. Topics covered by both the administrative and personnel manuals;
- 7.3.4.7. The Contractor's infection prevention program;
- 7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
- 7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
- 7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
- 7.4. Prior to having contact with clients, employees and contracted employees shall:
 - 7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
 - 7.4.1.1. The name of the examinee;
 - 7.4.1.2. The date of the examination;
 - 7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
 - 7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
 - 7.4.1.5. The dated signature of the licensed health practitioner;
 - 7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
 - 7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
- 7.5. Employees, contracted employees, volunteers and Independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
- 7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
 - 7.6.1. A completed application for employment or a resume, including:
 - 7.6.2. Identification data; and
 - 7.6.3. The education and work experience of the employee;
 - 7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 7.6.4.1. Position title;
 - 7.6.4.2. Qualifications and experience; and
 - 7.6.4.3. Duties required by the position;
 - 7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

- 7.6.8. A signed and dated record of orientation as required by 7.3.4 above;
- 7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
- 7.6.8. Records of screening for communicable diseases results required in 7.4 above;
- 7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
- 7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
- 7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
- 7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
 - 7.6.13.1. Does not have a felony conviction in this or any other state;
 - 7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud; abuse, neglect or exploitation of any person; and
- 7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
- 7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.
- 8. Clinical Supervision.
 - 8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
 - 8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
 - 8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
 - 8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.5. Supervision shall include following techniques:
 - 8.1.5.1. Review of case records;
 - 8.1.5.2. Observation of interactions with clients;
 - 8.1.5.3. Skill development; and
 - 8.1.5.4. Review of case management activities; and
 - 8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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- 9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
- 9.2. All clinical services provided shall:
 - 9.2.1. Focus on the client's strengths;
 - 9.2.2. Be sensitive and relevant to the diversity of the clients being served;
 - 9.2.3. Be client and family centered;
 - 9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
- 9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
 - 9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
 - 9.3.2. Requirements for successfully completing the program;
 - 9.3.3. The administrative discharge policy and the grounds for administrative discharge;
 - 9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
 - 9.3.6. Requiring the client to sign a receipt that the orientation was conducted.
- 9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
 - 9.3.7. The provision of information;
 - 9.3.8. Risk assessment;
 - 9.3.9. Intervention and risk reduction education, and
 - 9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
 - 10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at <http://store.samhse.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1> which addresses all ASAM domains.
 - 10.2. Treatment plans shall be developed as follows:
 - 10.2.1. Within 7 days following admission to any residential program; and
 - 10.2.2. No later than the third session of an ambulatory treatment program.
 - 10.3. Individual treatment plans shall contain, at a minimum, the following elements:
 - 10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
 - 10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
 - 10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
 - 10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
 - 10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
 - 10.3.6. Provides the criteria for terminating specific interventions; and
 - 10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

- 10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
- 10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
- 10.5. Treatment plan updates shall include:
 - 10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
 - 10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
 - 10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
 - 10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
- 10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
 - 10.6.1. Substance use disorders;
 - 10.6.2. Relapse prevention;
 - 10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
 - 10.6.4. Sexually transmitted diseases;
 - 10.6.5. Emotional, physical, and sexual abuse;
 - 10.6.6. Nicotine use disorder and cessation options;
 - 10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
- 10.7. Group education and counseling
 - 10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
 - 10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
- 10.8. Progress notes
 - 10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
 - 10.8.2. Each progress note shall contain the following components:
 - 10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
 - 10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
 - 10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

- 10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.
11. Client Discharge and Transfer.
- 11.1. A client shall be discharged from a program for the following reasons:
- 11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
 - 11.1.2. Program termination, including:
 - 11.1.2.1. Administrative discharge;
 - 11.1.2.2. Non-compliance with the program;
 - 11.1.2.3. The client left the program before completion against advice of treatment staff; and
 - 11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
- 11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
- 11.2.1. The dates of admission and discharge or transfer;
 - 11.2.2. The client's psychosocial substance abuse history and legal history;
 - 11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
 - 11.2.4. The reason for discharge or transfer;
 - 11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
 - 11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
 - 11.2.7. A continuing care plan, including all ASAM domains;
 - 11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
 - 11.2.9. The dated signature of the counselor completing the summary.
- 11.3. The discharge summary shall be completed:
- 11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
 - 11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
- 11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
- 11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
 - 11.4.2. Update the client assessment and treatment plan.
- 11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
- 11.5.1. The discharge summary;
 - 11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 11.5.3. A diagnostic assessment statement and other assessment information, including:
 - 11.5.3.1. TB test results;
 - 11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

- 11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 11.6.1. Includes recommendations for continuing care in all ASAM domains;
 - 11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 11.6.3. Assists the client in making contact with other agencies or services.
- 11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.
- 11.8. A Contractor may administratively discharge a client from a program only if:
 - 11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 11.8.2. The client is non-compliant with prescription medications;
 - 11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.
- 12. Client Record System.
 - 12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

 - 12.1.1. Organized into related sections with entries in chronological order;
 - 12.1.2. Easy to read and understand;
 - 12.1.3. Complete, containing all the parts; and
 - 12.1.4. Up-to-date, including notes of most recent contacts.
 - 12.2. The client record shall include, at a minimum, the following components, organized as follows:
 - 12.2.1. First section, Intake/Initial Information:
 - 12.2.1.1. Identification data, including the client's:
 - 12.2.1.1.1. Name;
 - 12.2.1.1.2. Date of birth;
 - 12.2.1.1.3. Address;
 - 12.2.1.1.4. Telephone number; and
 - 12.2.1.1.5. The last 4 digits of the client's Social Security number;
 - 12.2.1.2. The date of admission;
 - 12.2.1.3. If either of these have been appointed for the client, the name and address of:
 - 12.2.1.3.1. The guardian; and
 - 12.2.1.3.2. The representative payee;
 - 12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
 - 12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;
 - 12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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- 12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
- 12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
- 12.2.1.9. The client's religious preference, if any;
- 12.2.1.10. The client's personal health history;
- 12.2.1.11. The client's mental health history;
- 12.2.1.12. Current medications;
- 12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
- 12.2.1.14. Signed receipt of notification of client rights;
- 12.2.2. Second section, Screening/Assessment/Evaluation:
 - 12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
- 12.2.3. Third section, Treatment Planning:
 - 12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.6 above; and
 - 12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
- 12.2.4. Fourth section, Discharge Planning:
 - 12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
- 12.2.5. Fifth section, Releases of Information/Miscellaneous:
 - 12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
 - 12.2.5.2. Any correspondence pertinent to the client; and
 - 12.2.5.3. Any other information the Contractor deems significant.
- 12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
- 12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
- 12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
- 12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
 - 12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
 - 12.6.2. All electronic files shall be password protected; and
 - 12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
 - 12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
 - 12.6.4.1. For a minimum of 7 years for an adult; and
 - 12.6.4.2. For a minimum of 7 years after age of majority for children.
- 12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

- 12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

- 13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;
- 13.7. All medications self-administered by a client, with the exception of nitroglycerin, epipens; and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:
 - 13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;
 - 13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;
 - 13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;
- 13.8. For each medication taken, staff shall document in an individual client medication log the following:
 - 13.8.1. The medication name, strength, dose, frequency and route of administration;
 - 13.8.2. The date and the time the medication was taken;
 - 13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 13.8.4. The reason for any medication refused or omitted.
- 13.9. Upon a client's discharge:
 - 13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and
 - 13.9.2. The client shall be given any remaining medication to take with him or her
- 14. Notice of Client Rights
 - 14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:
 - 14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;
 - 14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;
 - 14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and
 - 14.2. Every program within the service delivery system shall post notice of the rights, as follows:
 - 14.2.1. The notice shall be posted continuously and conspicuously;
 - 14.2.2. The notice shall be presented in clear, understandable language and form; and
 - 14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.
- 15. Fundamental Rights
 - 15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.
- 16. Personal Rights
 - 16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.
 - 16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

- 16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
- 16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
- 16.2.3. Freedom from personal or financial exploitation.
- 16.3. Clients shall have the right to privacy.
- 17. Client Confidentiality
 - 17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
 - 17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
 - 17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
 - 17.3.1. The minor's signature alone shall authorize a disclosure; and
 - 17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
- 18. Client Grievances
 - 18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
 - 18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
 - 18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
- 19. Treatment Rights
 - 19.1. Each client shall have the right to adequate and humane treatment, including:
 - 19.1.1. The right of access to treatment including:
 - 19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
 - 19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
 - 19.1.2. The right to quality treatment including:
 - 19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
 - 19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
 - 19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
 - 19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 - 10.6 above which addresses the client's own goals;
 - 19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

- 19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
 - 19.1.7.1. Freedom of movement; and
 - 19.1.7.2. Participation in the community, while providing the level of support needed by the client;
- 19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
 - 19.1.8.1. Whenever possible, the consent shall be given in writing; and
 - 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
- 19.1.9. The right to refuse to participate in any form of experimental treatment or research;
- 19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
- 19.1.11. The right to voluntary placement including the right to:
 - 19.1.11.1. Seek changes in placement, services or treatment at any time; and
 - 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
- 19.1.12. The right to services which promote independence including services directed toward:
 - 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
 - 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
- 19.1.13. The right to refuse medication and treatment;
- 19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
- 19.1.15. The right to consultation and second opinion including:
 - 19.1.15.1. At the client's own expense, the consultative services of:
 - 19.1.15.1.1. Private physicians;
 - 19.1.15.1.2. Psychologists;
 - 19.1.15.1.3. Licensed drug and alcohol counselors; and
 - 19.1.15.1.4. Other health practitioners; and
 - 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.16, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
- 19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
 - 19.1.16.1. Guardian;
 - 19.1.16.2. Representative;
 - 19.1.16.3. Attorney;
 - 19.1.16.4. Family member;
 - 19.1.16.5. Advocate; or
 - 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

- 19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.
- 19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.
- 19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.
- 19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:
 - 19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;
 - 19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;
 - 19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;
 - 19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;
 - 19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:
 - 19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and
 - 19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;
 - 19.4.6. The guardian shall act in a manner that furthers the best interests of the client;
 - 19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;
 - 19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and
 - 19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.
20. Termination of Services:
 - 20.1. A client shall be terminated from a Contractor's service if the client:
 - 20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;
 - 20.1.2. Is no longer benefiting from the service(s) he or she is receiving;
 - 20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;
 - 20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or
 - 20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

- 20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
 - 20.2.1. Give the effective date of termination;
 - 20.2.2. List the clinical or management reasons for termination; and
 - 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
- 20.3. A Contractor shall document in the record of a client who has been terminated that:
 - 20.3.1. The client has been notified of the termination; and
 - 20.3.2. The termination has been approved by the program director.
- 21. Client Rights in Residential Programs.
 - 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
 - 21.1.1. The right to a safe, sanitary and humane living environment;
 - 21.1.2. The right to privately communicate with others, including:
 - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
 - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
 - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
 - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
 - 21.1.4. The right to privacy, including the following:
 - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
 - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
 - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
 - 21.1.5. The right to individual choice, including the following:
 - 21.1.5.1. The right to keep and wear their own clothes;
 - 21.1.5.2. The right to space for personal possessions;
 - 21.1.5.3. The right to keep and to read materials of their own choosing;
 - 21.1.5.4. The right to keep and spend their own money; and
 - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
 - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
 - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
 - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

- 21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
- 21.3. Clients shall be informed of any house policies upon admission to the residence.
- 21.4. House policies shall be posted and such policies shall be in conformity with this section.
- 21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
- 21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
 - 21.6.1. Upon the client's admission to the program; and
 - 21.6.2. If probable cause exists, including such proof as:
 - 21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
 - 21.6.2.2. Showing physical signs of intoxication or withdrawal.
22. State and Federal Requirements
 - 22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
 - 22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 21.2.4. The program provides or arranges for child care with the women are receiving services.
 - 21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
 - 21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
 - 21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

- 22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider; referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.
- 22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 22.4.1. Within 7 days of reaching 80% of capacity, the program notifies the state that 80% capacity has been reached.
 - 22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 22.4.2.1. 14 days after making the request; or
 - 22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program
 - 22.4.3. The program offers interim services that include, at a minimum, the following:
 - 22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur
 - 22.4.3.2. Referral for HIV or TB treatment services, if necessary
 - 22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
 - 22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
 - 22.4.5. The program has a mechanism that enables it to:
 - 22.4.5.1. Maintain contact with individuals awaiting admission
 - 22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.
 - 22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 22.4.5.3.1. Such persons cannot be located for admission into treatment or
 - 22.4.5.3.2. Such persons refuse treatment
 - 22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.
 - 22.4.7. The program has procedures for:
 - 22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

- 22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
- 22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
- 22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
 - 22.4.8.1. Counseling the individual with respect to TB.
 - 22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - 22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
- 22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
 - 22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 - 22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - 22.4.10.3. Case management activities to ensure that individuals receive such services.
 - 22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
 - 22.4.11.1. To pregnant and injecting drug users first.
 - 22.4.11.2. To other pregnant substance users second.
 - 22.4.11.3. To other injecting drug users third.
 - 22.4.11.4. To all other individuals fourth.
- 22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
- 22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
- 22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

- 22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
- 22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - 22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 - 22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.
 - 22.4.16.3. A physician makes a determination that the following conditions have been met:
 - 22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - 22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - 22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.
 - 22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - 22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)
- 22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.
- 22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.
- 22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

- 22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- 22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.
 - 22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
- 22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.
 - 22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when -considering research, including research conducted by student Interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.
 - 22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
 - 2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
 - 2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
 - 3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
 - 4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an



Exhibit B

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).
 - 5.1. The Contractor shall:
 - 5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department
 - 5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.
 - 5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:
 - 5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.
 - 5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.
 - 5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).
 - 5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

SD
Date 5/31/18

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B

- 5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
 - 5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.
 - 5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:
 - 5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).
 - 5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.
 - 5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.
6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)
- 6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:

Southeastern New Hampshire Alcohol & Drug Abuse Services
Exhibit B



Exhibit B

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor, will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.



Exhibit B

6.3.3. The Contractor shall maintain documentation of the following:

- 6.3.3.1. WITS Client ID #;
- 6.3.3.2. Date of Service;
- 6.3.3.3. Description of service;
- 6.3.3.4. Associated Medicaid Code;
- 6.3.3.5. Charge for the service;
- 6.3.3.6. Client cost share for the service; and
- 6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

- 7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale
- 7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0% - 138%	\$0
139% - 149%	\$8
150% - 199%	\$12

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 Substance Use Disorder Treatment and Recovery Support Services



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Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
200% - 249%	\$25
250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

- 7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.
- 7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

- 8. Additional Billing Information: Intensive Case Management Services:
 - 8.1. The Contractor shall charge in accordance with Section 6 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.
 - 8.2. The Department will not pay for intensive case management provided to a client prior to admission.
 - 8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

- 9. Additional Billing Information: Transportation
 - 9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:
 - 9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

Vendor Initials **SD**
 Date **5/31/18**



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- 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.
- 9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.
- 9.3. The Contractor will invoice the Department according to Department Instructions.
10. Charging for Child Care
- 10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:
- 10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or
- 10.1.2. At the actual cost to purchase childcare from a licensed child care provider.
- 10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.
- 10.3. The Contractor will invoice the Department according to Department Instructions.
11. Sliding Fee Scale
- 11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.
- 11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0% - 138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%



Exhibit B

- 11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.
12. Submitting Charges for Payment
- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:
- 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 12.1.5. Submit separate batches for each billing month.
- 12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.
- 12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.
13. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
14. Funds in this contract may not be used to replace funding for a program already funded from another source.
15. The Contractor will keep detailed records of their activities related to Department funded programs and services.



Exhibit B

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:
 - 18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 18.2.1. Make cash payments to intended recipients of substance abuse services.
 - 18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-85 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services



Exhibit B

Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	\$275.00	Per evaluation
Individual Outpatient	\$22.00	15 min
Group Outpatient	\$8.60	15 min
Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults-only, for clinical services and room and board	\$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment - Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	\$16.60	15 min
Recovery Support Services: Group Intensive Case Management	\$6.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to \$20.00	Hour

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to \$5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided, prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services; Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities; Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/ocrLpdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1988 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said references shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A; Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.B of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:** The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

SD
5/31/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-8505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantees may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1).
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/31/18
Date: _____

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit E - Certification Regarding Lobbying

Contractor Initials: SD

Date: 5/31/18



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust, statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 5/31/18

Sharon Drake
Name: Sharon Drake
Title: CEO

Contractor Initials SD
Date 5/31/18



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1988 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

SD

5/31/15

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Religious Freedom provisions

Contractor Initials SD

Date 5/31/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date 5/31/18

Sharon Drake
Name: Sharon Drake
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "Individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

SD

Date 5/31/18



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials SD

Date 5/31/18



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials SD

Date 5/31/18



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katje S Fox
Signature of Authorized Representative

Katje S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/7/18
Date

Southeastern NH Alcohol & Drug Abuse Services
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

5/31/18
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DLNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-262, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 963911560
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (16 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

SD
Date 5/31/18

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.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology; U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/dolt/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov