



**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS (RFP) #16-DHHS-DCBCS-BDAS-03

FOR

Substance Use Disorder Treatment
and
Recovery Support Services

DATE

November 3, 2015



Table of Contents

1. INTRODUCTION	4
1.1. Purpose and Overview	4
1.2. Definitions:	5
1.3. Request For Proposal Terminology	7
1.4. Contract Period	7
2. BACKGROUND AND REQUIRED SERVICES	8
2.1. NH DHHS Bureau of Drug and Alcohol Services	8
2.2. Results	8
3. STATEMENT OF WORK	8
3.1. Covered Populations	8
3.2. Substance Use Disorder Treatment and Recovery Support Services	9
3.3. Enrolling Clients for Services	14
3.4. Service Delivery Activities and Requirements	17
3.5. Service Management and Monitoring	22
3.6. State and Federal Requirements	28
3.7. Overall Plan for Delivery of Services and Delegation and Subcontractors	33
3.8. Compliance	33
4. FINANCE	36
4.1. Financial Standards	36
4.2. Reimbursement for Services	36
4.3. Contract Rates	37
4.4. Sliding Fee Scale	39
4.5. Method for Charging Services under this Contract	40
5. PROPOSAL EVALUATION	42
5.1. Technical Proposal	42
5.2. Cost Proposal	42
6. PROPOSAL PROCESS	43
6.1. Contact Information: - Sole Point of Contact	43
6.2. Procurement Timetable	43
6.3. Letter of Intent	43
6.4. Bidders' Questions and Answers	44
6.5. RFP Amendment	45
6.6. Proposal Submission	45
6.7. Compliance	46
6.8. Non-Collusion	46
6.9. Collaborative Proposals	46
6.10. Validity of Proposal	46
6.11. Property of Department	46
6.12. Proposal Withdrawal	46
6.13. Public Disclosure	46
6.14. Non-Commitment	47
6.15. Liability	47
6.16. Request for Additional Information or Materials	47



6.17.	Oral Presentations and Discussions.....	48
6.18.	Contract Negotiations and Unsuccessful Bidder Notice	48
6.19.	Scope of Award and Contract Award Notice	48
6.20.	Site Visits	48
6.21.	Protest of Intended Award.....	49
6.22.	Contingency	49
7.	PROPOSAL OUTLINE AND REQUIREMENTS	49
7.1.	Presentation and Identification	49
7.2.	Outline and Detail.....	50
8.	MANDATORY BUSINESS SPECIFICATIONS	56
8.1.	Contract Terms, Conditions and Penalties, Forms	56
9.	ADDITIONAL INFORMATION	57
9.1.	Appendix A - Exceptions to Terms and Conditions	57
9.2.	Appendix B – Contract minimum requirements	57
9.3.	Appendix C – Budget	57
9.4.	Appendix D – CLAS	57



1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals is published to solicit proposals from Vendors who can provide Substance Use Disorder Treatment and Recovery Support Services statewide to individuals who:

- Are age 12 or older, with substance use disorders; and
- Have income below 400% 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.

Substance Use Disorder Treatment and Recovery Support Services can be provided through an array of services to:

1. Significantly reduce alcohol and drug misuse and its social, health and behavioral consequences.
2. Ensure the delivery of effective and coordinated treatment and recovery support services.
3. Minimize geographic and other barriers to clients being able to access a full array of Substance Use Disorders Treatment and Recovery Support Services.

The Department requires prospective Vendors to provide one or more of the following services:

- Outpatient Treatment
- Intensive Outpatient Treatment
- Partial Hospitalization
- Transitional Living Services
- Low-Intensity Residential treatment
- High-Intensity Residential Treatment for Adults
- Medium Intensity Residential Treatment for Adolescents (ages 12 – 17)
- Integrated Medication Assisted Treatment Services
- Withdrawal Management



Though not required, the Department seeks Vendors who are proposing at least one of the above services to consider providing one or more of the following:

- Crisis Services;
- Recovery Support Services such as:
 - ✓ Specialized services, such as transportation or child care, that remove barriers to a client's participation in treatment
 - ✓ Other non-clinical services to remove or reduce a client's barrier to recovery;
- Hepatitis C Virus Counseling, Testing, and Referral Services

The Department will give preference to Vendors who are able to provide all services listed above. Vendors may provide all or some of the services themselves or through cooperative agreements with other providers (See Section 6.9 Collaborative Proposals).

1.2. Definitions:

American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>

American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>

Charitable Choice: Charitable Choice is Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice is a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain their religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance abuse treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003.

<http://www.samhsa.gov/faith-based-initiatives/about>



Evidence-Based Practice: Evidence-Based Practice is applying the best available research results (evidence) when making decisions about health care. Health care professionals who perform evidence-based practice use research evidence along with clinical expertise and patient preferences. Systematic reviews (summaries of health care research results) provide information that aids in the process of evidence-based practice.

Source: <http://effectivehealthcare.ahrq.gov/index.cfm/glossary-of-terms/?termid=24&pageaction=showterm>

Evidence Based Practices is demonstrated by meeting one of the following criteria:

1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
2. The services shall be published in a peer-reviewed journal and found to have positive effects; or
3. The SUD treatment service provider shall be able to document the services' effectiveness based on the following:
 - a. The service is based on a theoretical perspective that has validated research; or
 - b. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness;

Homeless: Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

Resiliency and Recovery Oriented Systems of Care (RROSC): RROSC are networks of organizations, agencies, and community members that coordinate a wide spectrum of services to prevent, intervene in, and treat substance use problems and disorders. RROSCs support 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. In New Hampshire, this is operationalized by the Continuum of Care model.

More information can be found at:

<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>



<https://jsi.webex.com/jsi/ldr.php?RCID=25dd92da255eaa2c7a2dea6970931aa5>

Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

Web Information Technology System (WITS): WITS is a secure, 24/7 accessible web-based information technology system for the purpose of storing client demographic information. All BDAS contracted providers use WITS to report on the National Outcome Measures (NOMs) established by the SAMHSA, as required in the Federal Substance Abuse Prevention and Treatment Block Grant.

1.3. Request For Proposal Terminology

ASAM – American Society of Addiction Medicine

SAMHSA – Substance Abuse and Mental Health Services Administration

DHHS – Department of Health and Human Services

BDAS – Bureau of Drug and Alcohol Services

CHC – Community Health Center

RPHN – Regional Public Health Network

SUDT – Substance Use Disorder Treatment

MLADC – Master Licensed Drug and Alcohol Counselor

DSM 5 – Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition

LADC – Licensed Alcohol and Drug Counselor

LCS - Licensed Clinical Supervisor

RFP – Request for Proposals

RROSC - Resiliency and Recovery Oriented Systems of Care

SFY – State Fiscal Year, period July 1 through June 30

WITS – Web Information Technology System

PCP – Primary Care Provider

NOMS – National Outcomes Measures

1.4. Contract Period

The Contract resulting from this RFP will be effective April 1, 2016, or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2017.

The State reserves the right to include renewal language in any contract resulting from this RFP for up to two (2) additional years, contingent upon satisfactory vendor performance, continued availability of funding and Governor and Executive Council approval.



2. BACKGROUND AND REQUIRED SERVICES

2.1. NH DHHS Bureau of Drug and Alcohol Services

Substance Use Disorder and Treatment and Recovery Support Services 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. In 2014 there were 325 opioid overdose deaths in New Hampshire with the death toll for 2015 trending toward a significant increase in the number of overdose deaths.

At present, the State is experiencing an increase in need for Substance Use Disorder Treatment and Recovery Support Services, resulting in people being placed on wait lists until openings become available.

2.2. Results

In combination with other Department strategies such as increased prevention services and education and media campaigns, the work of the Contractors resulting from this RFP, shall result in:

1. Serving more clients with more effective Substance Use Disorder Treatment and Recovery Support Services that will help mitigate negative impacts of substance use, including but not limited to the opioid epidemic and associated overdoses;
2. Reducing or eliminating the waitlists; and
3. Ensuring that the full array of Substance Use Disorder Treatment and Recovery Support Services are available to all eligible clients statewide to support the Department's effort to transform to a Resiliency and Recovery Oriented Systems of Care (RROSC). (See Section 1.2 Definitions for more information).

3. STATEMENT OF WORK

Note: Within the Statement of Work are groups of questions the vendor must answer as part of their response to this RFP. Regardless of whether a specific question exists, all elements of the Statement of Work must be addressed in the bidder's proposal. The specific questions should be clearly presented in the bidder's proposal by segregating them within the bidder's narrative.

3.1. Covered Populations

3.1.1. The general population to be served is individuals who:

- Are age 12 or older, with substance use disorders; and
- Have income below 400% Federal Poverty Level; and
- Are Residents of New Hampshire; or
- Are homeless in New Hampshire.



- 3.1.2. The Vendor may design Substance Use Disorder Treatment and Recovery Support Services for the general client population as defined in Section 3.1.1 or specifically for a given population, such as:
1. Adolescents,
 2. Pregnant women;
 3. Women with dependent children;
 4. Injection drug users;
 5. Individuals with co-occurring substance use and mental health disorders;
 6. Veterans; and/or
 7. Individuals who are involved with the criminal justice system.

3.2. Substance Use Disorder Treatment and Recovery Support Services

- 3.2.1. The Vendor is required to provide to eligible individuals (as defined in Section 3.3.2) one or more the following:

- 3.2.1.1. Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual or 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.
- 3.2.1.2. 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 at least 3 hours a day and at least 3 days a week according to an individualized treatment plan that include a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 3.2.1.3. Partial Hospitalization as defined as ASAM Criteria, Level 2.7. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided at least 20 hours per week according to an individualized treatment plan that include a range of outpatient treatment services and other ancillary alcohol and/or other drug services.



- 3.2.1.4. Transitional Living Services provide residential substance abuse treatment services 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 Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Adult residents typically work in the community and may pay a portion of their room and board according to the guidelines below:
1. Residents whose income is at or below 138% of Federal Poverty Level shall not be charged for any portion of their room and board.
 2. Residents whose income is at or above 139% of Federal Poverty Level shall be charged up to a \$100 per week subject to the sliding fee scale (Section 4.4).
 3. 50% of the amount charged to the resident must be held in an account to be returned to the resident at the time of discharge.
- 3.2.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. Low-Intensity Residential Treatment services provide residential substance abuse 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 according to the guidelines below:
1. Residents whose income is at or below 138% of Federal Poverty Level shall not be charged for any portion of their room and board.
 2. Residents whose income is at or above 139% of Federal Poverty Level shall be charged up to a \$100 per week subject to the sliding fee scale (Section 4.4).
 3. 50% of the amount charged to the resident must be held in an account to be returned to the resident at the time of discharge.
- 3.2.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5 and Medium Intensity Residential for Adolescents as defined as ASAM Criteria, Level 3.5. These two services provide residential substance abuse treatment designed to assist individuals who require a more intensive level of service in a structured setting.



- 3.2.1.7. 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 and shall be responsible for coordination of care and meeting all requirements for the service provided. Substance Use Disorder Treatment Services may be billed separately from the Medication Assisted Treatment coordination, medication, and physician services.
- 3.2.1.8. Withdrawal Management services as defined as ASAM Criteria, Levels 1-WM and 3.7-WM. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

Q1. For **EACH** service you propose, provide the following:

- Q1.1 Name of Service;
- Q1.2 Name of the population or populations (see Section 3.1);
- Q1.3 Experience working with the population(s) named in Q1.2;
- Q1.4 The number of clients served and units utilized in State Fiscal Year 2015 (July 1, 2014 through June 30, 2015). (See Section 4.3 for definition of a unit);
- Q1.5 The number of clients anticipated to be served and anticipated units to be provided for the period of April 1, 2016 through June 30, 2016, and July 1, 2016 through June 30, 2017. (See Section 4.3 for definition of a unit);
- Q1.6 Program description and schedule;
- Q1.7 The evidence-based practice used;
- Q1.8 The address of the site where services are provided;
- Q1.9 The cities and towns that make up your primary service area (See Section 3.6.2.1); and
- Q1.10 Experience providing the proposed service.

3.2.2. Though not required, the Vendor who provides at least one of the services in Section 3.2.1 may consider providing one or more of the following:

- 3.2.2.1. Crisis Services to the general public, statewide, 24 hours per day, 7 days a week either in person or by telephone that:
 - 1. Assist individuals in addressing a current crisis related to their substance use disorder or the substance use disorder of a significant other;
 - 2. Provide counseling services to assist with client stabilization, assessment of client's psychological stability and risk for harming themselves or others and appropriate referral based on this assessment; and



3. Refer clients to appropriate treatment and other resources in the client's geographic area.
- 3.2.2.2. Recovery Support Services such as:
 1. Enhanced services remove barriers to a client's participation in treatment or recovery or reduce or remove threats to a client's maintaining participation in treatment and/or recovery such as transportation or child care.
 2. Other non-clinical services such as but not limited to parenting, job search, financial management, skills development, and paraprofessional counseling services by:
 - a. A Certified Recovery Support Worker (CRSW) under the supervision of a Masters Licensed Alcohol and Drug Counselor (MLADC); or
 - b. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Alcohol and Drug Counselor (LADC) with a Licensed Clinical Supervisor (LCS).
- 3.2.2.3. Hepatitis C Virus (HCV) Counseling, Testing and Referral Services as follows:
 1. Provide voluntary, confidential HCV Counseling, Testing and Referral Services utilizing rapid testing technology to the following priority populations identified to be at increased risk for HIV infection:
 - a. Individuals who have ever shared needles for injection drug use; and
 - b. Individuals who have ever been incarcerated.
 2. Submit within 30 days of contract effective date and review on an annual basis a protocol that outlines the process the agency will use when referring HCV positive clients into medical care.
 3. Complete Department approved training on pre- and post-test counseling, the operation of the test and data collection.
 4. Submit within 5 days of the contract effective date for Department approval, a copy of contractor's security and confidentiality guidelines.
 5. Comply with New Hampshire Administrative Rule He-P 301.02 Reportable Diseases.
 6. Identify one staff person as the agency staff person to serve as the DPHS point of contact. This individual will be responsible for submitting all required reporting is timely and complete and will respond to any DPHS staff inquiries.
 7. Submit all required documentation related to HCV testing and counseling on appropriate forms supplied by the Department for each client supported by these funds. This includes



submitting all client visits and testing data collection forms within 30 days of specimen collection.

8. Maintain ongoing medical records that comply with the NH Bureau of Health Facilities requirements for each client. All records shall be available for review by the Department upon request.
9. Review all documentation for completeness and adhere to reporting protocols to ensure quality data per He-P 301.02.
10. Ensure that newly identified HCV cases receive timely referral to appropriate medical care services measured by:
 - a. 95% of newly identified HCV cases among the HCV Target Population will have a documented referral to medical care at the time of the diagnosis based on the formula:
 - i. Numerator- The number of newly identified HCV positive cases that fall within the HCV Target referred to medical care at the time of diagnosis.
 - ii. Denominator- The number of newly identified HCV positives cases that fall within the HCV Target Population.

Q2. *For Crisis Services, provide the following:*

- Q2.1** *The number of clients anticipated to be served for the period of April 1, 2016 through June 30, 2016, and July 1, 2016 through June 30, 2017.*
- Q2.2** *How you will provide the service;*
- Q2.3** *The staffing plan;*
- Q2.4** *The address of the site where services are provided;*
- Q2.5** *Experience providing the service.*

Q3. *For Enhanced Services and Other Non-Clinical Recovery Support services, provide the following:*

- Q3.1** *Name of Service;*
- Q3.2** *Name of the population or populations (see Section 3.1);*
- Q3.3** *Experience working with the population(s) named in Q3.2;*
- Q3.4** *The number of clients served in State Fiscal Year 2015;*
- Q3.5** *The number of clients anticipated to be served for the period of April 1, 2016 through June 30, 2016, and July 1, 2016 through June 30, 2017.*
- Q3.6** *For "Other non-clinical services" only, provide the number of anticipated units for the periods as defined in Q3.5 (See Section 4.3 for definition of a unit);*
- Q3.7** *How you will provide the service;*
- Q3.8** *The address of the site where services are provided;*
- Q3.9** *Experience providing the service.*



- Q4. *For Hepatitis C Virus (HCV), Counseling, Testing and Referral Services, provide the following:*
- Q4.1 *The number of clients anticipated to be served for the period of April 1, 2016 through June 30, 2016, and July 1, 2016 through June 30, 2017.*
 - Q4.2 *How you will provide the service;*
 - Q4.3 *The address of the site where services are provided;*
 - Q4.4 *Experience providing the service.*

3.3. Enrolling Clients for Services

- 3.3.1. The Contractor shall complete Intake Screenings and ASAM Level of Care Assessments as follows:

- 3.3.1.1. Have direct contact (face to face communication in person or electronically) with an individual within two (2) business days from the date that individual (defined as a non-client, existing client, other provider, or any other person or entity) contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.
- 3.3.1.2. 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.
- 3.3.1.3. Assess clients' income prior to admission using the WITS fee determination model and assure that clients' income information is updated as needed over the course of treatment.
- 3.3.1.4. Complete an ASAM Level of Care Assessment immediately after the initial screening in (Section 3.3.1.2) using the ASI Lite module in WITS when the individual is determined probable of being eligible for services under this contract and probable of having a substance use disorder.
 - 3.3.1.4.1. An ASAM Level of Care Assessment is not required for Crisis Services, Transitional Living or for Recovery Support Services.

- Q5. *How will you assure that client income is assessed prior to admission in the WITS fee determination model and assure that the client's income information is updated as needed over the course of treatment?*

- 3.3.2. The Contractor shall determine client eligibility for services under this contract using the eligibility criteria as follows:

- 3.3.2.1. The individual is age 12 and older;



- 3.3.2.2. The individual's income must be below 400% of Federal Poverty Level (FPL);
- 3.3.2.3. The individual must be a resident of New Hampshire or homeless in New Hampshire;
- 3.3.2.4. The individual must screen positive for a substance use disorder (defined in Section 3.3.1.2);
- 3.3.2.5. The individual is eligible for services described in Section 3.2 as determined by the ASAM Level of Care Assessment (defined in Section 3.3.1.4) unless:
 - 1. The client chooses to receive a service with a lower ASAM Level of Care; or
 - 2. The service with the needed ASAM Level of Care is unavailable, in which case the client may choose:
 - a. A service with a lower ASAM Level of Care;
 - b. A service with the next available higher ASAM Level of Care;
 - c. Be placed on the waitlist until their service with the assessed ASAM Level of Care becomes available; or
 - d. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.
- 3.3.3. The Contractor agrees to provide services to eligible clients who:
 - 3.7.3.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;
 - 3.7.3.2. Have co-occurring mental health disorders; or
 - 3.7.3.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- Q6.** *If your agency provides the service needed by the client, but your agency does not have the ability to meet the client's needs for any reason, such as safety, then*
 - Q6.1** *What is your process for ensuring that the client is able to access services through other providers?*
 - Q6.2** *What are your circumstances in which you would not be able to meet the client's needs?*
- Q7.** *How will you make program or service modifications for individuals with co-occurring mental health disorders?*
- 3.3.4. The Contractor shall admit eligible clients for services according to the order of priority described below:



- 3.3.4.1. 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.
 - 3.3.4.2. Individuals who have been administered Narcan 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.
 - 3.3.4.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
 - 3.3.4.4. Individuals with substance use and co-occurring mental health disorders.
 - 3.3.4.5. Individuals with Opioid Use Disorders.
 - 3.3.4.6. Veterans with substance use disorders
 - 3.3.4.7. Individuals with substance use disorders who are involved with the criminal justice system.
 - 3.3.4.8. The Contractor shall give priority admission to clients at the request of the Department.
- 3.3.5. The Contractor shall place an eligible individual on a statewide waitlist in WITS when the service with the appropriate ASAM Level of Care (as defined in 3.3.2.5) is not available for the client at the time of screening.
- 3.3.5.1. The Contractor shall keep the client's information up to date on the statewide waitlist.
 - 3.3.5.2. The Contractor shall monitor the waitlist and ensure that clients begin services as soon as possible either under this contract or by a referral to an agency that has an earlier available opening.
 - 3.3.5.3. The Contractor shall provide a client on the waitlist interim services, defined as recovery support services or services with a lower ASAM Level of Care, under this contract or by referral to an agency that has an earlier available opening in the client's service area.
- Q8. *How will you monitor and maintain the waitlist, including ensuring priority admission as described above?*
- Q9. *How will you coordinate with other providers to ensure that clients begin services as soon as possible?*
- Q10. *How do you provide and/or refer for interim services when a client cannot be immediately served due to your agency being at full capacity or your agency does not provide the service needed by the client?*



- 3.3.6. The Contractor agrees to collect allowable fees from clients and to assist them with enrolling in private or public insurance programs when appropriate, as follows:
 - 3.3.6.1. Agrees to using the Sliding Fee Scale and charging the client for their share for services in accordance with RFP Section 4.
 - 3.3.6.2. Agrees not to delay a client's admittance into a Substance Use Disorder Treatment and Recovery Support Services program for services due to a client's inability to immediately pay his or her share of the allowable fees (defined in RFP Section 4.5).
 - 3.3.6.3. Agrees to assist clients, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources such as:
 - 1. Assess the client's appropriateness for enrollment in public or private insurance, including but not limited to Medicaid and New Hampshire Health Protection Program, and assist the client in enrolling in an appropriate public or private insurance program; and/or
 - 2. Develop payment plans.
 - 3.3.6.4. May deny clients' entry into the program for those that do not pay their share of the allowable fee(s), only after working with the client as described in Section 3.3.6.3.
 - 3.3.6.5. Provide clients with copies of their individual financial accounts, upon the clients' request.

- Q11. How will you assess if any alternative payers are available for the service and assist the client in accessing those payers, including signing up for public assistance or private insurance programs?*
- Q12. What are your policies and procedures when clients are not able to pay for their portion of the treatment at the time of admission?*

3.4. Service Delivery Activities and Requirements

- 3.4.1. 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 based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 3.4.2. 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:



- 3.4.2.1. 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;
- 3.4.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with a ASAM Level of Care that is higher than can be provided under this Contract; and
- 3.4.2.3. 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. 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.
- 3.4.3. The Contractor shall complete a clinical evaluation prior to admission as a part of interim services or as soon as practicable following admission (does not apply to Crisis or Recovery Support Services).
- 3.4.4. The Contractor shall complete treatment plans for all clients based on clinical evaluation data (defined in Section 3.4.3) and must address all ASAM (2013) domains and shall:
 - 3.4.4.1. 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; and
 - 3.4.4.2. Have Treatment plan goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
- 3.4.5. The Contractor shall provide case management to clients that include, at a minimum, coordination with Medication Assisted Treatment, physical, and behavioral health providers as applicable
- 3.4.6. The Contractor shall coordinate a client's care as follows:
 - 3.4.6.1. With the client's 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.
 - 3.4.6.2. With the client's 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.
 - 3.4.6.3. With the client's medication assisted treatment provider.



- 3.4.6.4. With the client's 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. Such coordination will include actively coordinating 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 engage clients in peer recovery support services as applicable.
- 3.4.7. The Contractor shall refer clients to an appropriate behavioral health provider when there is evidence of a mental health disorder and the Contractor does not have the appropriate staff to provide mental health services, based on policies and process approved by the Department within thirty (30) days from the contract effective date.
- 3.4.8. The Contractor will make continuing care, transfer, and discharge decisions based on ASAM (2013) criteria and complete transfer and discharge plans that address all ASAM (2013) domains. This does not apply to services that are not designated by an ASAM Level of Care such as Crisis Services, Recovery Support Services and Transitional Living.
- 3.4.9. The Contractor shall provide Continuous Recovery Monitoring services by providing on-going contact with a client following discharge from the program as follows:
 - 3.4.9.1. Post Discharge Contacts, at a minimum, must occur at:
 - 1. 3 month follow up (60 – 120 days post discharge);
 - 2. 6 month follow up (150 – 210 days post discharge);
 - 3. 12 months follow up (330 - 390 days post discharge); and
 - 4. Include assessment of the National Outcomes Measures (NOMS) based client outcomes in WITS.
 - 3.4.9.2. Post Discharge Contacts, at a minimum, shall include:
 - 1. 25% of discharged clients at the 3 month follow-up;
 - 2. 10% of discharged clients at the 6 month follow-up; and
 - 3. 5% of the discharged clients at the 12 month follow up.
- 3.4.10. The Contractor shall offer tobacco cessation tools and programming to all eligible clients receiving services in this contract as follows:
 - 3.4.10.1. Asses clients for motivation in stopping the use of tobacco products;
 - 3.4.10.2. Offer resources such as but limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and
 - 3.4.10.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.



- 3.4.11. The Contractor shall deliver services using evidence based practices as demonstrated by meeting one of the following criteria:
- 3.4.11.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA National Registry of Evidence-Based Programs and Practices (NREPP), <http://www.nrepp.samhsa.gov/ViewAll.aspx>
 - 3.4.11.2. The service shall be published in a peer-reviewed journal and found to have positive effects; or
 - 3.4.11.3. The Contractor shall be able to document the services' effectiveness based on the following:
 - 1. The service is based on a theoretical perspective that has validated research; or
 - 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.
- 3.4.12. The Contractor shall deliver services in this Contract in accordance with:
- 3.4.12.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: <http://www.asamcriteria.org/>
 - 3.4.12.2. 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->
 - 3.4.12.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>
 - 3.4.12.4. The Requirements in Exhibit K.
- 3.4.13. The Contractor shall have policies and procedures that create a tobacco-free environment. At a minimum these policies shall:
- 3.4.13.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;
 - 3.4.13.2. Apply to employees, clients and employee or client visitors;
 - 3.4.13.3. Prohibit the use of tobacco products within the contractor's facilities at any time.
 - 3.4.13.4. Prohibit the use of tobacco in any contractor owned vehicle.
 - 3.4.13.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.



- 3.4.13.6. If use of tobacco products is allowed outside of the facility on the grounds:
 1. There shall be a designated smoking area(s) which is located at least 20 feet from the main entrance.
 2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.
 3. Contractors will ensure periodic cleanup of the designated smoking area.
 4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the contractor.
- 3.4.13.7. Prohibit tobacco use in any company vehicle.
- 3.4.13.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.
- 3.4.13.9. Be posted in the contractor's facilities and vehicles and included in employee, client, and visitor orientation.

- Q13. How will you provide and or coordinate withdrawal management and stabilization services, including:*
- Q13.1 What tools will you use to assess clients withdrawal risk?*
- Q13.2 What stabilization services will you provide to clients?*
- Q13.3 When you refer clients for withdrawal management services, how will you coordinate care and readmission to services within your agency, with the withdrawal management services provider?*
- Q14. What tools will you use to complete clinical evaluations?*
- Q15. How will you develop and maintain treatment plans, including:*
- Q15.1 How will you ensure that treatment plans are individualized?*
- Q15.2 How do you monitor a client's progress relative to ASAM criteria?*
- Q16. How will you provide transfer and/or discharge planning, including the role of ASAM criteria in this process?*
- Q17. How will you provide case management services, including the level of intensity, and how will you exceed the minimum requirements?*
- Q18. How will you coordinate care with primary care providers, behavioral health care providers and with medication assisted treatment providers?*
- Q19. How will you utilize Peer Recovery Support Services providers prior to admission (i.e., while the client is on the wait list), during treatment, and after discharge.*
- Q20. What are your policies and procedures to ensure that you achieve or exceed the contract requirements for Continuous Recovery Monitoring Services in Section 3.4.9?*



3.5. Resiliency and Recovery Oriented System of Care (RROSC)

3.5.1. The Contractor shall engage in and promote a Resiliency and Recovery Oriented System of Care (RROSC) at a minimum:

- 3.5.1.1. Provide families and communities with education around Substance Use Disorders Treatment and Recovery Support Services;
- 3.5.1.2. Work with the Department's regional public health networks in order to reduce stigma associated with substance misuse and increase collaboration between prevention, treatment, and community supports.

Q21. How will you provide outreach for the services you propose to provide?

Q22. How will you engage in and promote RROSC with in the community, family, and with the Department's regional public health networks in your area?

3.6. Service Management and Monitoring

3.6.1. The Contractor shall contribute to maintaining a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

- 3.6.1.1. Monitoring its individual capacity to consistently and evenly deliver these services; and
- 3.6.1.2. Monitoring and managing the utilization levels of care and service array required under this contract throughout the contract period.
 - 3.6.1.2.1. In the event that consistent service capacity is not achieved, the Department may amend the contract to reduce service capacity and associated funding, or pursue such other remedies or actions provided for in this agreement.

Q23. How will you monitor the level of service array and utilization to assure that services can be consistently offered through the contract period?

3.6.2. The Contractor will provide Substance Use Disorder Treatment and Recovery Services to any eligible client, regardless of where the client lives or works in New Hampshire.

- 3.6.2.1. For Outpatient Services, the Contractor shall provide services at delivery sites most appropriate to the client. Delivery sites are most appropriately located in the cities and towns where the client lives, works, or seeks to receive services.



1. The Contractor may have a primary service area (defined as cities and towns) in which it directly delivers its outpatient services.
 2. The Contractor may subcontract or work with other Substance Use Disorder Treatment and Recovery Support Services providers when clients require delivery sites outside of the Contractor's primary service area to ensure service delivery within a delivery site most appropriate to the client.
- 3.6.2.2. For Residential Treatment Services, the Contractor shall provide the services at its Department licensed location(s).
- 3.6.3. The Contractor shall meet the minimum staffing requirements as follows:
- 3.6.3.1. At least one Masters Licensed Alcohol and Drug Counselor (MLADC) or Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;
 - 3.6.3.2. At least one MLADC or Licensed Alcohol and Drug Counselor (LADC) for every two unlicensed counselors providing clinical services;
 - 3.6.3.3. A sufficient number of MLADCs and/or LADCs with the LCS (Licensed Clinical Supervisor) credential to adequately provide for staff clinical supervision; and
 - 3.6.3.4. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.
 - 3.6.3.5. Unlicensed staff providing clinical or recovery support services must hold a CRSW within 6 months of hire or effective date of this contract, whichever is later.
 - 3.6.3.6. 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.
 - 3.6.3.7. Have student interns complete an approved ethics course prior to beginning their internship.
 - 3.6.3.8. Provide ongoing clinical supervision that includes:
 1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;
 2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;
 3. Content that covers the:



- a. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee, and that covers;
 - b. The core functions as described in the Twelve Core Functions of Alcohol and Drug Counseling, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - c. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics.
- 3.6.3.9. 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 alcohol or other drug abuse treatment services.
- 3.6.3.10. 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.
- 3.6.3.11. 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.
- 3.6.3.12. 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:
 - 1. The contract requirements;
 - 2. Requirements in Exhibit K;
 - 3. SAMHSA Substance Abuse Prevention and Treatment Block Grant requirements relative to treatment services using a checklist provided by the Department; and
 - 4. All other relevant policies and procedures provided by the Department.

Q24. Provide your organizational chart, resumes for filled positions, and job descriptions for vacant positions.



- Q25. If your agency is unable to meet the staffing plan requirements in Section 3.6.3, then provide your plan to meet the requirements.*
- Q26. What are your policies and procedures related to student interns?*
- Q27. What are your agency's supervision policies and procedures?*
- Q28. What is your staff development and education plan?*

3.6.4. The Contractor who provides Transitional Living or Residential Treatment ASAM Level 3.1 services or higher shall provide to the Department a copy of their Board of Health Facilities License as a Residential Treatment and Rehabilitation Facility.

3.6.4.1. The Contractor shall provide suitable office, treatment, and meeting space that complies with all fire, health, and safety codes and is handicapped and wheelchair accessible.

3.6.5. The Contractor shall use Web Information Technology System to record all client activity and client contact such as but not limited to: screening, fee determination, admission, billing, and discharge data.

3.6.5.1. The Contractor shall record all client activity and contact within three (3) days following the activity with the client in the electronic health record.

3.6.6. The Contractor shall participate in all quality assurance and quality improvement activities requested by the Department such as, but not limited to:

3.6.6.1. Submission of monthly, web based contract compliance reports;

3.6.6.2. Participation in electronic and in-person client record reviews;

3.6.6.3. Participation in site visits;

3.6.6.4. Reporting on National Outcome Measures (NOMs) data in WITS for:

1. 100% of all clients at admission;
2. 100% of all clients who are discharged because they have completed treatment or transferred to another program;
3. 50% of all clients who are discharged for reasons other than those specified above
4. 25% of all clients who are 3 months (60 – 120 days) post-discharge
5. 10% of all clients who are 6 months (150 – 210 days) post-discharge
6. 5% of all clients who are 12 months (330 – 390 days) post-discharge
7. These NOMs reporting requirements are minimum requirements; the Contractor shall attempt to achieve greater reporting results when possible.



3.6.6.5. Participation in training and technical assistance activities as directed by the Department.

3.6.7. The Contractor agrees that up to six (6) percent of the contract's maximum price limitation will be reserved by the Department for performance incentives, except when there is a priority to pay for services. The Contractor agrees to the Department using all or some of the reserved funding to continue to pay for services when the Contractor has been reimbursed for at least 94% of the contract's price limitation for services.

3.6.7.1. The Contractor is eligible for incentive payments when successfully meeting the performance criteria in Section 3.6.7.2 and when there is available funding as in Section 3.6.7 at the time the Contractor meets the performance criteria.

3.6.7.2. The Contractor's performance criteria and incentive payments are as follows:

Performance Criteria	Incentive Payment
Access to Services: for each client who screens eligible for services and starts receiving services, other than evaluation, whether for the identified service for the ASAM Level of Care or interim services, within 10 business days following the eligibility screening.	The Contractor will receive an incentive payment of \$75.00
Completion: for each client who is discharged from the program because they have completed treatment or transferred to another treatment provider as recorded in the Discharge Type field of the WITS Discharge Module.	The Contractor will receive an incentive payment of \$75.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (in Section 3.6.7.2.1 in the 3 rd and/or 6 th month post-discharge (defined in Section 3.6.6.4), as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$50.00
Client Outcomes: for each client who was discharged from the program and meets at least 3 of the Outcome Criteria (below in Section 3.6.7.2.1) in the 12 th month post-discharge, as evidenced by the WITS Follow-Up Module.	The Contractor will receive an incentive payment of \$100.00



3.6.7.2.1. Post Discharge Outcome Criteria

1. Abstinence: The client reports reduced or no substance use in the past 30 days prior to the contact.
2. Employment/Education: The client reports increased or retained employment or the client reports returning to or staying in school at the time of contact.
3. Crime and Criminal Justice: The client reports no arrests in the past 30 days prior to contact.
4. Stability in Housing: The client reports being in stable housing defined as not homeless or at risk of being homeless, at the time of contact.
5. Social Connectedness: The client reports engagement in Recovery Support Services, Care Coordination, and/or Community Based Support Groups in the past 30 days prior to contact.

3.6.7.2.2. Performance Incentives will be calculated and paid on a monthly basis for clients meeting criteria in the previous calendar month.

3.6.7.3. The Contractor may submit screening disposition data for all clients, regardless of payer source, at 6 months and 12 months from the contract effective date.

3.6.7.3.1. The Contractor may receive \$1,000 for each submission (if funding is available in the contract at the time the Contractor submits the data, with priority of funding being for services). Screening disposition data must include:

1. Total number of clients screened for services
2. Number of client screened appropriate for services
3. Number of clients engaging in services who's payer was:
 - a. This contract
 - b. New Hampshire Health Protection Plan
 - c. New Hampshire Medicaid
 - d. Medicare
 - e. Private Insurance
 - f. Self-Pay

Q29. *What is your plan to submit screening disposition data per 3.6.7.3?*



3.7. State and Federal Requirements

- 3.7.1. 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 for the Contractor's convenience and to enhance Contractor compliance.
- 3.7.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
 - 3.7.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
 - 3.7.2.2. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
 - 3.7.2.3. The program provides or arranges for child care with the women are receiving services.
 - 3.7.2.4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
 - 3.7.2.5. 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.
 - 3.7.2.6. 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.
 - 3.7.2.7. 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.
 - 3.7.2.8. 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.
- 3.7.3. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:
 - 3.7.3.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.



- 3.7.3.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - 1. 14 days after making the request; or
 - 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
- 3.7.3.3. The program offers interim services that include, at a minimum, the following:
 - 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
 - 2. Referral for HIV or TB treatment services, if necessary
 - 3. Counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women
- 3.7.3.4. 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.
- 3.7.3.5. The program has a mechanism that enables it to:
 - 1. Maintain contact with individuals awaiting admission
 - 2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.
 - 3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:
 - 4. Such persons cannot be located for admission into treatment or
 - 5. Such persons refuse treatment
- 3.7.3.6. 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.
- 3.7.3.7. The program has procedures for:
 - 1. Selecting, training, and supervising outreach workers.



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.
 3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
 4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
- 3.7.3.8. 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:
1. Counseling the individual with respect to TB.
 2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
- 3.7.3.9. 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.
- 3.7.3.10. 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:
1. Screening patients and identification of those individuals who are at high risk of becoming infected.
 2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 3. Case management activities to ensure that individuals receive such services.
 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.
- 3.7.3.11. 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:
1. To pregnant and injecting drug users first.



2. To other pregnant substance users second.
 3. To other injecting drug users third.
 4. To all other individuals fourth.
- 3.7.3.12. 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.
- 3.7.3.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
- 3.7.3.14. The program makes continuing education in treatment services available to employees who provide the services.
- 3.7.3.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:
1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.
 2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.
- 3.7.3.16. 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:
1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.
 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.
 3. A physician makes a determination that the following conditions have been met:
 - a. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - b. The individual cannot be safely treated in a community-based, non-hospital, residential program.
 - c. The service can be reasonably expected to improve the person's condition or level of functioning.
 - d. The hospital-based substance abuse program follows national standards of substance abuse professional practice.



4. 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.)
- 3.7.3.17. 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.
- 3.7.3.18. 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.
- 3.7.3.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
- 3.7.3.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.
- 3.7.3.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
- 3.7.3.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.
- 3.7.3.23. 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:
 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.
 2. Secure from patients of clients payments for services in accordance with their ability to pay.
- 3.7.4. The Contractor shall comply with all relevant state and federal laws such as but not limited to:
 - 3.7.4.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (located in Section 4, Finance of the RFP) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.



3.7.4.2. 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.

3.7.4.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy available at <http://www.dhhs.nh.gov/dcbcs/sentinel.htm>

3.8. Overall Plan for Delivery of Services and Delegation and Subcontractors

If any services required in the Scope of Services are provided, in whole or in part, by a subcontracted agency or provider, the Department must be notified in writing and approve the agreement prior to the initiation of the subcontract (See Appendix B, Exhibit C, #19 for more information).

Q30. How do you propose to deliver the services proposed and required in this RFP and include your plan for using subcontracts for the scope of work, if applicable?

3.9. Compliance

Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.



There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.

A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication *not only* with persons with Limited English Proficiency, *but also* with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

- **Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.**
- **Successful applicants will be:**
 - **Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;**
 - **Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.**

The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

- (1) The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
- (2) The frequency with which LEP individuals come in contact with the program, activity or service;
- (3) The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The resources available to the organization to provide language assistance.

Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their proposal. Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under



the Federal civil rights laws, but also because consideration of all the required factors will help inform bidders' program design, which in turn, will allow bidders to put forth the best possible proposal.

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>



4. FINANCE

4.1. Financial Standards

The scope of work will be funded with federal and general funds. Department access to supporting federal funding is dependent upon the selected Contractor meeting the requirements in accordance with the United States Department of Health and Human Services:

- 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).

Additionally, New Hampshire General Funds, including but not limited to funds from the Governor's Commission on Alcohol and Drug Abuse Prevention, Intervention and Treatment shall fund the resulting contract(s).

The total reimbursement for the Department shall not exceed the agreed upon contract price. 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.

Funding may not be used to replace funding for a program already funded from another source.

Funded contractors/vendors will be expected to keep records of their activities related to Department programs and services.

4.2. Reimbursement for Services

4.2.1. Fee for Service

The Vendor will be reimbursed on a fee for service basis that is an all-inclusive rate to provide the Scope of Work in this RFP except for Enhanced Services and Crisis Services (See Section 4.2.2).

4.2.2. Cost Reimbursement for Services

The Enhanced Services and Crisis Services will be reimbursed on a cost reimbursement basis.

When a Vendor has proposed to provide Enhanced and/or Crisis Services as part of their scope of work, the Vendor shall complete a Budget (Cost bid) using Appendix C for each service and provide a Budget Narrative (a brief summary explaining the cost bid) by State Fiscal Year 2016 (April 1, 2016 through June 30, 2016) and 2017 (July 1, 2016 through June 30, 2017).



Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Contractor will provide supporting documentation to support evidence of actual expenditures.

4.2.3. Non Reimbursement for Services

4.2.3.1. 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 in this scope of work, such as:

1. Services covered by New Hampshire Health Protection Program for clients who are eligible for the NH Health Protection Program.
2. Services covered by New Hampshire Medicaid for clients who are eligible for New Hampshire Medicaid.
3. Services covered by Medicare for clients who are eligible for Medicare.
4. Services covered by the client's private insurer(s) at a rate greater than the contract rate (in Section 4.3) set by the Department.

4.2.3.2. Notwithstanding Section 4.2.3.1 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 4.2.3.1.

4.3. Contract Rates

The Contract Rates in the below table are the maximum allowed charge used in the Methods for Charging for Services under this Contract (See Section 4.5 below).

Service	Contract Rate (Maximum Allowed Charge)	Unit	Service Limit
Clinical Evaluation	\$250.00	each	1 evaluation per 90 days
Individual Outpatient	\$20.00	15 min	\$200 of combined individual & group per week
Group Outpatient	\$6.00	15 min	

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



Intensive Outpatient*	\$95.00	day	4 days per week (\$380)
Partial Hospitalization*	\$203.00	day	6 days per week (\$1218)
Transitional Living	\$100.00	day	7 days per week (\$700)
Low-Intensity Residential Adult	\$110.00	day	7 days per week (\$770)
Low-Intensity Residential Adolescent	\$130.00	day	7 days per week (\$910)
High-Intensity Residential Adult	\$140.00	day	7 days per week (\$980)
Medium-Intensity Residential Adolescent	\$180.00	Day	7 days per week (\$1260)
High-Intensity Residential Pregnant and Parenting Women: Room and Board only	\$66.00	Day	7 days per week (\$462)
High-Intensity Residential Pregnant and Parenting Women:	\$162.60	Day	7 days per week (\$1138.20)
Medication Assisted Treatment - Contractor Staff Time	\$7.50	15 min.	3 hours per client per week
Medication Assisted Treatment - Physician Time***	Up to the Medicaid Rate	Based on the Medicaid Unit of Service	1 hour per client per week
Medication Assisted Treatment - Medication	Up to the Medicaid Rate	Dose (varies depending on Physician's prescription)	3 doses per client per day

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



Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$95.00	day	7 days per week (\$665)
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$195.00	day	7 days per week (\$1365)
Continuous Recovery Monitoring**	\$15.00	contact	\$60 of combined attempted and completed per month for the first 12 months post discharge
Individual Recovery Support Services	\$15.00	15 min	\$160 of combined individual & group per week
Group Recovery Support Services	\$5.00	15 min	

* The Contractor will bill the per diem rate for Intensive Outpatient or Partial Hospitalization Treatment services only on those days when the client attends individual and/or group counseling associated with the program.

**Attempted Contact is at least 3 attempts to contact a client over the course of at least one week.

***Medication Assisted Physician Time: Rates are based on the current Medicaid rates found at: <https://nhmmis.nh.gov/portals/wps/portal/DocumentsandForms#b>
2015 Fee Schedule-Covered Procedures Report with SA Requirements as of 2015-09-17
Physician time codes are: 99201 - 99205 and 99211 - 99215.

4.4. Sliding Fee Scale

The client will be charged their portion of the maximum allowed charge based on the following sliding fee scale as follows:

Client Income is 0% - 138% of Federal Poverty Level (FPL): 0% of the allowed charge.
Client Income is 139% - 149% of FPL: 8% of the allowed charge.
Client Income is 150% - 199% of FPL: 12% of the allowed charge.
Client Income is 200% - 249% of FPL: 25% of the allowed charge.
Client Income is 250% - 299% of FPL: 40% of the allowed charge.
Client Income is 300% - 349% of FPL: 57% of the allowed charge.
Client Income is 350% - 399% of FPL: 77% of the allowed charge.



With respect to minority age individuals, a minor child shall not be denied services as a result 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.

The allowed charge is referring to the Contract Rate in Section 4.3

4.5. Method for Charging Services under this Contract

4.5.1. The Contractor shall have the ability to:

- 4.5.1.1. Directly bill and receive payments for services provided under this contract from public and private insurance plans, the clients, and the Department;
- 4.5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible so that a client's admittance into the program is not unduly delayed, and overpayments are immediately refunded.
- 4.5.1.3. Maintain accurate accounting and records for all services billed, payments received and overpayments (if any) refunded, on a per client basis.

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

- 1. The Contractor shall charge up to the Contract Rate (Section 4.3) by first charging the client's private insurance when the insurers rates are at or lower than the Contract Rate;
- 2. The Contractor shall charge the client according to a Sliding fee scale (Section 4.4) when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate.
- 3. If, after the Contractor charges the client's insurer (if applicable) and the client, any portion of the Contract Rate remains unpaid, the Contractor shall charge the Department the balance (the Contract Rate less the private insurer and the client payments).

4.5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate multiplied by the corresponding percentage stated in Section 4.4 Sliding fee scale for the client's applicable income level.



- 4.5.4. Nothing requires the Contractor to charge the client before the insurer makes payment, nor requires the Contractor to withhold services pending client or insurer payment. The Department encourages the Contractor to initiate service delivery regardless of receipt of the insurer and client payment.
- 4.5.5. 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, except:
 - 4.5.5.1. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Section 4.3, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error. 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.
 - 4.5.5.2. The Vendor shall provide responses to the following questions:
 - Q31. Provide your policies and procedures for enrolling with and using alternative payers.*
 - Q32. What is your strategy for expanding your capacity to use alternative payers?*
 - Q33. What is your process for assuring accurate and timely transmission of billing?*



5. PROPOSAL EVALUATION

5.1. Technical Proposal

<u>Category</u>	<u>RFP Question(s)</u>	<u>Points</u>
Substance Use Disorder Treatment and Recovery Support Services (Section 3.2.1)	Q1	200
Substance Use Disorder Treatment and Recovery Support Services in (Section 3.2.2)	Q2 through Q4	100
Intake Screening and Level of Care Assessment, and Eligibility Determination	Q5 through Q7	70
Waitlist	Q8 through Q10	80
Collecting allowable fees and assisting clients with enrolling in private or public insurance programs	Q11 and Q12	50
Service Delivery Activities and Requirements	Q13 through Q20	150
Resiliency and Recovery Oriented Systems of Care	Q21 and Q22	30
Service Management and Monitoring	Q23	60
Staffing Requirements	Q24 through Q28	40
Screening Disposition Data	Q29	16
Plan to Deliver services	Q30	24
	Subtotal	820

5.2. Cost Proposal

<u>Category</u>	<u>RFP Question(s)</u>	<u>Points</u>
Method of Charging Services under this Contract	Q31 through Q33	75
Cost Bids and Narrative for Enhanced Services	Not applicable	25
Cost Bids and Narrative for Crisis Center	Not applicable	25
	Subtotal	125

Total Points	945
---------------------	------------



6. PROPOSAL PROCESS

6.1. Contact Information: - Sole Point of Contact

The sole point of contact, the Procurement Coordinator, for this RFP relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting Contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Cathy Cormier
Administrator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: cacormier@dhhs.state.nh.us
Phone: 603-271-9076

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal Submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
Item	Action	Date
1.	Release RFP	November 3, 2015
2.	Optional Letter of Intent	November 9, 2015
3.	Vendor's Conference	9:30 to 11:30 am November 19, 2015
4.	RFP questions due	November 23, 2015
5.	DHHS answers questions posted	November 30, 2015
6.	Bids due at DHHS	December 15, 2015, 3:00 pm

All times are according to Eastern Time.

DHHS reserves the right to modify these dates at its sole discretion.

6.3. Letter of Intent

A letter of intent to submit a proposal in response to this RFP is optional.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to



this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the procurement coordinator identified in 6.1, but must be followed by delivery of a paper copy within two (2) business days to the procurement coordinator identified in 6.1.

The potential bidder is responsible for successful e-mail transmission. DHHS will provide confirmation if the name and e-mail address or fax number of the person to receive such confirmation is provided.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by the deadline given in Section 6.2 Procurement Timetable.

6.4.2. Vendors' Conferences

6.4.2.1. Proposal Conference

The Vendors' Conference will be held on the date specified in Section 6.2 Procurement Timetable, at the following location:

Department of Health and Human Services,
Fox Chapel, Main Building,
105 Pleasant Street
Concord, New Hampshire, 03301



Also a conference call will be available. To join the conference call:
Dial +1 (872) 240-3212
Enter Access Code: 234-543-397, followed by the # sign
You may be asked to enter an Audio PIN, if so, just enter the # sign.

The conference will serve as an opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the RFP.

Attendance at the Vendors' Conference is not mandatory, but highly recommended. Contact the Procurement Coordinator to register for the Conference and to obtain the conference call information should you be attending via a call.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2 Procurement Timetable. Oral answers given at the conference are non-binding. Written answers to questions asked at the respective conferences will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS's discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the proposal submission deadline on its own initiative or in response to issues raised through Vendor questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the proposal submission deadline. Vendors who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2: Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator, as specified in 6.1, and marked with RFP # 16-DHHS-DCBCS-BDAS-03.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.



6.7. Compliance

Bidder must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract minimum requirements).

6.10. Validity of Proposal

Proposals must be valid for two hundred forty (240) days following the Closing Date for receipt of proposals as listed in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any proposal provided that its' use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Closing Date for receipt of proposals, a submitted Letter of Intent or proposal may be withdrawn by submitting a written request for its withdrawal to Procurement Coordinator identified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure



under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14.Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a Contract. DHHS reserves the right to reject any and all proposals or any portions thereof, at any time and to cancel this RFP and to solicit new proposals under a new bid process.

6.15.Liability

By submitting a Letter of Intent to submit a proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16.Request for Additional Information or Materials

During the period from date of proposal submission to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance. Key personnel shall be available for interviews.



6.17.Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18.Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific invitations to bid or other proposals for public bids, from the time the invitation or proposal is made public until the bid is actually awarded, in order to protect the integrity of the public bidding process. This means unsuccessful Bidders shall not be notified until after the Governor and Executive Council have approved the selected bid awards. No information can be provided to non-selected bidders until after contracts are awarded, at which time non-selected bidders may submit a written request for more information about the reasons for not being selected and recommendations that may make future proposals more effective. Such requests are not considered appeals. Once a bidder has submitted a letter, DHHS will attempt to accommodate such requests within a reasonable time.

6.19.Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total proposal and to reject any and all proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a Contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award.

6.20.Site Visits

DHHS reserves the right to request a site visit for DHHS Staff to review Vendor's organization structure, subcontractors, policy and procedures, and any other aspect of the proposal that directly affects the provisions of the RFP and the delivery of services. Any and all costs associated with the site visits incurred by the bidder shall be borne by the bidder.



Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the bidders site to determine that the bidder is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the bidder.

6.21. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- Proposals should be received by the date and time specified in the Procurement Timetable identified in Section 6.2 and delivered, under sealed cover, to Procurement Coordinator identified in Section 6.1
- **Fax or email copies of proposals will not be accepted**
- Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- Original copies of Technical and Cost Proposals in separate three-ring binders
- Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled)
NOTE: loose proposals will not be accepted
- Major sections of the Proposal separated by tabs
- Standard eight and one-half by eleven inch (8 ½" x 11") white paper
- Font size of 10 or larger



7.1.3. Technical Proposal

- Original in 3 ring binder marked as "Original"
- The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original"
- 6 copies in bound format marked as "Copy"
- 1 electronic copy (such as USB drive, CD, shall be divided into folders that correspond to and are labeled the same as the hard copies)
- NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- Front cover labeled with
 - Name of company / organization
 - RFP# 16-DHHS-DCBCS-BDAS-03
 - Technical Proposal

7.1.4. Cost Proposal

- Original in 3 ring binder marked as "Original"
- A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal
- 4 copies in bound format marked as "Copy"
- 1 electronic copy (such as USB drive, CD, divided into folders that correspond to and are labeled the same as the hard copies)
- NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- Front cover labeled with
 - Name of company / organization
 - RFP#16-DHHS-DCBCS-BDAS-03
 - Cost Proposal

7.2. Outline and Detail

7.2.1. Proposal Contents - Outline

Each Proposal shall contain the following, in the order described in this section:
(Each of these components must be separate from the others and uniquely identified with labeled tabs)

Technical Proposal

- Transmittal Cover Letter
- Table of Contents
- Executive Summary
- Proposal Narrative, Project Approach, and Technical Response
- Description of Organization
- Bidder's References



- Bidder's Staff and Resumes (if applicable)
- Subcontractor Letters of Commitment (if applicable)
- License, Certificates and Permits as Required
- Affiliations – Conflict of Interest statement
- Required Attachments

Cost Proposal (in separate binder)

- Transmittal Cover Letter
- Cost Proposal
- Statement of Bidder's Financial Condition
- Required Attachments

7.2.2. Technical Proposal Contents - Detail

7.2.2.1. Transmittal Cover Letter

A Transmittal Cover Letter must be:

- On the Bidding Company's letterhead
- Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the proposal
- Contain the following:
 - Identify the submitting organization
 - Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization
 - Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization
 - Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP
 - Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements
 - Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions
 - Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal
 - Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Closing Date for receipt of proposals
 - Date proposal was submitted
 - Signature of authorized person



7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- Provide DHHS with an overview of the bidder's organization and what is intended to be provided by the Bidder.
- Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work.
- Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP.
- Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- At a minimum respond to:
 - General Company Overview
 - Ownership and Subsidiaries
 - Company Background and Primary Lines of Business
 - Number of Employees
 - Headquarters and Satellite Locations
 - Current Project commitments
 - Major Government and Private Sector Clients
 - Mission Statement
- This section must include information on:
 - the programs and activities of the organization,
 - the number of people served,
 - programmatic accomplishments.



- And also include:
 - reasons why the organization is capable to effectively complete the services outlined in the RFP;
 - all strengths that are considered an asset to the program.
- The Bidder should demonstrate:
 - the length, depth, and applicability of all prior experience in providing the requested services;
 - the skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder and must also include client testimonials. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- Name, address, telephone number, and website of the customer
- A description of the work performed under each contract
- A description of the nature of the relationship between the Bidder and the customer
- Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference
- Dates of performance

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an Organizational Chart and a staffing plan for the program. For persons currently on staff with the Bidder, it shall provide names, title, qualifications and resumes. For staff to be hired, Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (If Applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether or not it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the



right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP such as, but not limited a copy of your agency's Residential Treatment and Rehabilitation Facility license, or your agency's plan for obtaining this licensure by July 1, 2016 for provide Transitional Living or Residential ASAM Level 3.1 services or higher.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

Bidder Information and Declarations will include:
Exceptions to Terms and Conditions Appendix A
CLAS, Appendix D

7.2.3. Cost Proposal Contents - Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. Reference Section 4 for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether or not the accompanying financial statements are presented fairly in accordance with



generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- Opinion of Certified Public Accountant
- Balance Sheet;
- Income Statement
- Statement of Cash Flow
- Statement of Stockholder's Equity of Fund Balance; and
- Complete Financial Notes
- Consolidating and Supplemental Financial Schedules.

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- 1) Uncertified financial statements; and
- 2) A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

Bidder Information and Declarations will include:

- Budget – Appendix C
- Responses to Questions from Section 4.5.5.2



8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

The State of New Hampshire sample contract is attached; bidder to agree to minimum requirement as set forth in the Appendix B.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.



9. ADDITIONAL INFORMATION

- 9.1. Appendix A - Exceptions to Terms and Conditions
- 9.2. Appendix B – Contract minimum requirements
- 9.3. Appendix C – Budget
- 9.4. Appendix D – CLAS

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

APPENDIX B

FORM NUMBER P-37 (version 5/8/15)

Subject: _____

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

APPENDIX B

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

APPENDIX B

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.

APPENDIX B

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.



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 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.



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

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: _____

Date

Name:
Title:



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

Appendix B
New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: _____

Date

Name:
Title:



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

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

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

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

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

Exhibit G

Contractor Initials _____

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

Appendix B
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: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

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

Date _____



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

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: _____

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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

Operational Requirements for all Programs

The contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.

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.

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



Exhibit K

- 3.1.4. Revocation of a contract.
- 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

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

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.

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

- 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 these rules.
 - 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.
- The contractor shall maintain specific policies on the following and shall submit these policies to the department for approval no later than 30 days after the effective date of the contract:
- 4.21.1. Client rights, grievance and appeals policies and procedures;
 - 4.21.2. Progressive discipline, leading to administrative discharge;
 - 4.21.3. Reporting and appealing staff grievances;
 - 4.21.4. Policies on client alcohol and other drug use while in treatment;
 - 4.21.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 4.1.5;



Exhibit K

- 4.21.6. 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;
 - 4.21.7. Policies and procedures for holding a client's possessions;
 - 4.21.8. Secure storage of staff medications;
 - 4.21.9. A client medication policy;
 - 4.21.10. Urine specimen collection, as applicable, that:
 - 4.21.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 4.21.10.2. Minimize falsification;
 - 4.21.11. Safety and emergency procedures on the following:
 - 4.21.11.1. Medical emergencies;
 - 4.21.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 4.21.11.3. Reporting employee injuries;
 - 4.21.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 4.21.11.5. Emergency closings;
 - 4.21.11.6. Posting of the above safety and emergency procedures.
 - 4.21.12. 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
 - 4.21.13. 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 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;

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

- 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 K

- 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;
 - 7.6.6. A signed and dated record of orientation as required by 7.3.4 above;



Exhibit K

- 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. Each unlicensed alcohol and drug counselor or Certified Recovery Support Worker (CRSW) shall be supervised by a New Hampshire-MLADC or LADC with the LCS credential at a ratio of one LADC to every 2 full-time equivalent positions that are unlicensed alcohol and drug counselors or CRSWs;
 - 8.1.2. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
 - 8.1.3. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
 - 8.1.4. Supervision shall include following techniques:
 - 8.1.4.1. Review of case records;
 - 8.1.4.2. Observation of interactions with clients;
 - 8.1.4.3. Skill development; and
 - 8.1.4.4. Review of case management activities; and
 - 8.1.5. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
 - 8.1.6. Individuals licensed or certified by the NH Board of Licensing for Alcohol and Other Drug Use Professionals shall receive supervision in accordance with RSA 330-C and the rules promulgated thereunder.
- 9. Clinical Services.

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

- 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 K

- 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 K

-
- 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 K

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

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

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



Exhibit K

- 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 shall notify the department in writing of the address where records will be stored and specify the person managing the records.



Exhibit K

- 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.
 - 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;



Exhibit K

- 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:
 - 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



Exhibit K

- 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;
 - 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;



Exhibit K

- 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
- 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:



Exhibit K

-
- 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.
 - 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.



Exhibit K

- 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.
- 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

APPENDIX B
New Hampshire Department of Health and Human Services



Exhibit K

- 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.

Appendix C

BUDGET FORM

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

Bidder Name: _____

Budget Request for: _____
(Name of RFP)

Budget Period: _____

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (<i>specific details mandatory</i>):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	

Indirect As A Percent of Direct

#DIV/0!

APPENDIX D

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX D

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website:

<http://www.dhhs.nh.gov/business/index.htm>

APPENDIX D

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX D

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX D

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)	Yes	No

APPENDIX D

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

APPENDIX D

- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date