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Lori A. Shlbinette
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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November 16, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$2,737,838 for Substance Use Disorder Treatment and Recovery Support Services with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

Vendor Name	Vendor Code	Area Served	Contract Amount
Dismas Home of New Hampshire, Inc.	290061-B001	Statewide	\$130,640
HEADREST	175226-B001		\$303,412
Phoenix Houses of New England, Inc.	177589-B001		\$1,264,109
West Central Services	177654-B001		\$10,000
FIT/NHNNH, Inc.	157730-B001		\$1,029,677
		Total:	\$2,737,838

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** to avoid a gap in services. The Department did not have the fully executed contract documents in time for Governor and Council approval to prevent the current contracts from expiring. This request is **Sole Source** because the Department determined the Contractors have the capacity to continue providing substance use treatment and recovery support services to individuals and prevent a lapse in program services while the Department develops a new Request for Proposals.

This request represents five (5) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department anticipates the other seven (7) requests to be presented at the next Governor and Executive Council meeting for approval.

The purpose of this request is to ensure the continuation of substance use disorder treatment and recovery support services for New Hampshire residents in need of services. The Contractors offer an array of treatment services, including individual and group outpatient services; intensive outpatient services; partial hospitalization; ambulatory withdrawal management services; transitional living services; high and low intensity residential treatment services; specialty residential services; and integrated medication assisted treatment. The Contractors ensure individuals with substance use disorder receive the appropriate levels of treatment and have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

The Department will monitor contracted services through monthly, quarterly and annual reporting to ensure:

- Services provided reduce the negative impacts of substance misuse.
- The Contractor makes continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- The Contractor achieves initiation, engagement, and retention goals as detailed in the contract.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of services may not receive the treatment, tools and education that are required to enhance and sustain the recovery that, in some cases, prevents untimely deaths.

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # TI083041; CFDA #93.788/FAIN #TI081685 and #TI083326.

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

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner

Attachment A
Financial Details

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

Dismas Home of NH Vendor Code: 290061-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$16,991	\$16,991
2022	102-500731	Contracts for Prog Svc	\$0	\$5,851	\$5,851
Sub-total			\$0	\$22,842	\$22,842

FIT/NH/NH, Inc. Vendor Code: 157730-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$153,558	\$153,558
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$207,656	\$207,656

HEADREST Vendor Code: 175226-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$36,226	\$36,226
2022	102-500731	Contracts for Prog Svc	\$0	\$11,621	\$11,621
Sub-total			\$0	\$47,847	\$47,847

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

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$96,495	\$0	\$96,495
2022	102-500731	Contracts for Prog Svc	\$30,455	\$0	\$30,455
Sub-total			\$126,950	\$0	\$126,950

West Central Services Vendor Code: 177654-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
Sub-total			\$0	\$3,205	\$3,205
Total Gov. Comm			\$126,950	\$281,650	\$408,600

Attachment A
Financial Details

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% FEDERAL FUNDS 34% GENERAL FUNDS)

Dismas Home of NH Vendor Code: 290061-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$36,009	\$36,009
2022	102-500731	Contracts for Prog Svc	\$0	\$12,399	\$12,399
Sub-total			\$0	\$48,408	\$48,408

FIT/NHNN, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$325,442	\$325,442
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$440,094	\$440,094

HEADREST Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$76,774	\$76,774
2022	102-500731	Contracts for Prog Svc	\$0	\$24,629	\$24,629
Sub-total			\$0	\$101,403	\$101,403

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

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,545	\$0	\$64,545
Sub-total			\$269,050	\$0	\$269,050

West Central Services Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
Sub-total			\$0	\$6,795	\$6,795
Total Clinical Svcs			\$269,050	\$596,700	\$665,750

Attachment A
Financial Details

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

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$43,790	\$43,790
2022	102-500731	Contracts for Prog Svc	\$0	\$15,800	\$15,800
Sub-total			\$0	\$59,390	\$59,390

FIT/NHNNH, Inc. Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,666	\$73,666
Sub-total			\$0	\$381,927	\$381,927

HEADREST Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$113,562	\$113,562
2022	102-500731	Contracts for Prog Svc	\$0	\$40,600	\$40,600
Sub-total			\$0	\$154,162	\$154,162

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$639,109	\$0	\$639,109
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-total			\$868,109	\$0	\$868,109

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$868,109	\$595,479	\$1,463,588
Grand Total All			\$1,264,109	\$1,473,729	\$2,737,838

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-10)

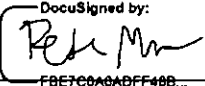
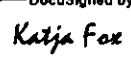

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Phoenix Houses of New England, Inc.		1.4 Contractor Address 99 Wayland Ave, Ste 100 Providence, RI 02906	
1.5 Contractor Phone Number (401) 331-4250	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,264,109
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  <small>FBE7C0A0ADFF48B...</small> Date: 11/6/2020		1.12 Name and Title of Contractor Signatory Peter Mumma President & CEO	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>ED0005801C63442...</small> Date: 11/6/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 11/6/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials PM
Date 11/6/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2020, upon Governor and Executive Council approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
 - 1.4.4.1. The provision of information;
 - 1.4.4.2. Risk assessment;
 - 1.4.4.3. Intervention and risk reduction education, and
 - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
 - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
 - 1.5.3.1. Methadone.
 - 1.5.3.2. Buprenorphine products, including:
 - 1.5.3.2.1. Single-entity buprenorphine products;
 - 1.5.3.2.2. Buprenorphine/naloxone tablets;
 - 1.5.3.2.3. Buprenorphine/naloxone films; and
 - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 1.5.3.3. Long-acting injectable buprenorphine products.
 - 1.5.3.4. Buprenorphine implants.
 - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

1.6. Transition Plan

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

1.7. Resiliency and Recovery Oriented Systems of Care

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving 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.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Partial Hospitalization as defined as ASAM Criteria, Level 2.5. The Contractor shall ensure partial hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. The Contractor shall ensure partial hospitalization is provided to individuals for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 1.8.5. The Contractor shall provide Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the individual while they are undergoing withdrawal.
- 1.8.6. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

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- 1.8.7. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.8. The Contractor shall provide Residential Withdrawal Management services as defined as an ASAM Criteria, Level 3.7-WM a residential service. The Contractor shall provide withdrawal management services that includes a combination of clinical and medical services that are utilized to stabilize the client while the client undergoes withdrawal.
- 1.8.9. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
 - 1.8.9.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.
 - 1.8.9.2. Coordinate care and meet all requirements for the service provided.
 - 1.8.9.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
 - 1.8.9.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.7, above.
- 1.9. Enrolling Individuals for Services
 - 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
 - 1.9.2. The Contractor shall 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

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System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

- 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
 - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
 - 1.9.2.3. Provide the client, 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 charges; and
 - 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 1.9.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
- 1.9.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.6.2. During treatment only when determined by a Licensed Counselor.
- 1.9.7. The Contractor shall either complete clinical evaluations in Paragraph 1.9.6, above before admission or Level of Care Assessments in

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- Paragraph 1.9.3, above before admission along with a clinical evaluation in Paragraph 1.9.6, above after admission.
- 1.9.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
- 1.9.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.9.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.8.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.8.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.9.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.9.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
- 1.9.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 1.9.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.9.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and

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- 1.9.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.9.9.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.9.9.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.9.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.9.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.9.5. Individuals with Opioid Use Disorders.
- 1.9.9.6. Veterans with substance use disorders
- 1.9.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.9.8. Individuals who require priority admission at the request of the Department.
- 1.9.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.12.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.12.2. Probation and parole programs.

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1.9.12.3. Doorways.

1.9.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

1.9.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.

1.9.15. The Contractor shall not deny services to an adolescent due to:

1.9.15.1. The parent's inability and/or unwillingness to pay the fee; or

1.9.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.

1.9.16. The Contractor shall provide services to eligible individuals who:

1.9.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;

1.9.16.2. Have co-occurring mental health disorders; and/or

1.9.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

1.9.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.

1.9.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:

1.9.18.1. Kitchens.

1.9.18.2. Group rooms.

1.9.18.3. Recreation rooms and/or areas.

1.10. Denial of Services

1.10.1. The Contractor shall ensure individuals who are denied services:

1.10.1.1. Are informed of the reason for denial; and

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- 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
- 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;
 - 1.10.2.2. Relapsed from an earlier treatment;
 - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
 - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
 - 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.
- 1.12. Assistance with Enrolling in Insurance Programs
 - 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
 - 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record
- 1.13. Service Delivery Activities and Requirements
 - 1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:
 - 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
 - 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.

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- 1.13.1.3. Maintenance of specific policies that include, but are not limited to:
 - 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
 - 1.13.1.3.2. Progressive discipline, leading to administrative discharge.
 - 1.13.1.3.3. Reporting and appealing staff grievances.
 - 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
 - 1.13.1.3.5. Policies on client and employee smoking.
 - 1.13.1.3.6. 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.
 - 1.13.1.3.7. Policies and procedures for holding a client's possessions.
 - 1.13.1.3.8. Secure storage of staff medications.
 - 1.13.1.3.9. A client medication policy.
 - 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
 - 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and

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- 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. 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).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
 - 1.13.2.1. During initial contact.
 - 1.13.2.2. During screening.
 - 1.13.2.3. At intake.
 - 1.13.2.4. During admission.
 - 1.13.2.5. During on-going treatment services.
 - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
 - 1.13.3.1. During initial contact.
 - 1.13.3.2. During screening.
 - 1.13.3.3. At intake.
 - 1.13.3.4. During admission.
 - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of

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withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;

- 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
- 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
 - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
 - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
 - 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
 - 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;

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- 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
- 1.13.5.3.3. The counselor's assessment of whether the individual 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; and
- 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
 - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
 - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
 - 1.13.6.2.4. Peer recovery support provider, as appropriate.
 - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.

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- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.13.6.5.2. Probation and/or parole programs, as applicable
 - 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
 - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
 - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
 - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
 - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately

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treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

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1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the

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certified tobacco cessation counselors available through the QuitLine.

1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

1.15. Medication Services

1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

- 1.15.2.1. The client's name;
- 1.15.2.2. The medication name and strength;
- 1.15.2.3. The prescribed dose;
- 1.15.2.4. The route of administration;
- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.

1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.

1.15.4. The Contractor shall ensure 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, are stored as follows:

- 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.

1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within

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the locked medication storage area and accessible only to authorized personnel; and

- 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.15.6.3. OTC medication containers are 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.
- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
 - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record;

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1.15.9.2. The client is provided with remaining medication to take with him or her

1.16. Tobacco Free Environment

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

1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.

1.16.1.2. Apply to employees, individuals and employee or individual visitors.

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

1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business

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

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

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

1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.

1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.16.3. The Contractor shall ensure the tobacco free environment policy is:

1.16.3.1. Posted in the Contractor's facilities.

1.16.3.2. Posted in all Contractor vehicles.

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1.16.3.3. Included in employee, individual, and visitor orientations.

1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.17. Staffing

1.17.1. 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.

1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.17.2.1. Job title;

1.17.2.2. Physical requirements of the position;

1.17.2.3. Education and experience requirements of the position;

1.17.2.4. Duties of the position;

1.17.2.5. Positions supervised; and

1.17.2.6. Title of immediate supervisor.

1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

1.17.3.2. 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.

1.17.3.3. 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:

1.17.3.3.1. Felony convictions in this or any other state;

1.17.3.3.2. Convictions for sexual assault; other violent crime, assault, fraud, abuse, neglect or exploitation; and

1.17.3.3.3. Findings by the department or any administrative agency in this or any other

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state for assault, fraud, abuse, neglect or exploitation or any person.

1.17.4. The Contractor shall ensure all staff, including contracted staff:

1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

1.17.4.2. Do not exceed the criminal background standards established above;

1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;

1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:

1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;

1.17.4.4.3. Confidentiality requirements;

1.17.4.4.4. Grievance procedures for both clients and staff;

1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;

1.17.4.4.6. Topics covered by both the administrative and personnel manuals;

1.17.4.4.7. The Contractor's infection prevention program;

1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and

1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;

1.17.4.5. Sign and date documentation that certifies orientation is completed; and

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- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
 - 1.17.5.1.1. The name of the examinee.
 - 1.17.5.1.2. The date of the examination.
 - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
 - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
 - 1.17.5.1.5. The dated signature of the licensed health practitioner.
 - 1.17.5.2. Are 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
 - 1.17.5.3. 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 individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and

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- 1.17.7.1.2. The education and work experience of the employee.
- 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.
- 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 1.17.7.4. A signed and dated record of orientation.
- 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 1.17.7.6. Records of screening for communicable diseases results required above.
- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. 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.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.17.7.11.2. 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

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- 1.17.7.11.3. 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
 - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
- 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
 - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 1.17.8.1.3. Licensed mental health provider.
 - 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
 - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are

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- under the direct supervision of a licensed supervisor.
- 1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
- 1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
- 1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
- 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
- 1.17.14.1. Review of case records;
- 1.17.14.2. Observation of interactions with clients;

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- 1.17.14.3. Skill development; and
- 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
 - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics, as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
 - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. 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 and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.

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- 1.17.21. 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.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
 - 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
 - 1.17.25.1. The contract requirements.
 - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

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- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.19. Inspections

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
 - 1.19.1.1. A reception area separate from living and treatment areas;
 - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
 - 1.19.1.3. Secure storage of active and closed confidential client records; and
 - 1.19.1.4. Separate and secure storage of toxic substances.
- 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 1.19.2.1. The facility premises;
 - 1.19.2.2. All programs and services provided under the contract; and
 - 1.19.2.3. Any records required by the contract.
- 1.19.3. The Department may issue a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.20. Web Information Technology System (WITS)

- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.

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- 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
 - 1.20.3.1. Is not entered into the WITS system; and
 - 1.20.3.2. Does not receive services described this contract.
 - 1.20.3.3. Is assisted with finding alternative payers for the required services.
- 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

1.21. Quality Improvement

- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.21.1.1. Participating in electronic and in-person individual record reviews.
 - 1.21.1.2. Participating in site visits.
 - 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
 - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
 - 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
 - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
 - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

1.22. Client Discharge and Transfer

- 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;

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- 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;
 - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
- 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
 - 1.22.2.1. The dates of admission and discharge or transfer.
 - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
 - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
 - 1.22.2.4. The reason for discharge or transfer.
 - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
 - 1.22.2.7. A continuing care plan, including all ASAM domains.
 - 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
 - 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.

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- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;
 - 1.22.4.2. 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
 - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. 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
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

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1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:

1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.

1.23.1.1.3. Notification of rights are documented in the client record.

1.23.1.1.4. Posting the notices continuously and conspicuously;

1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.24. Administrative Remedies

1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:

1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);

1.24.1.2. Imposing a directed POC upon a Contractor;

1.24.1.3. Suspension of a contract; or

1.24.1.4. Revocation of a contract.

1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

1.24.2.1. Identifies each deficiency;

1.24.2.2. Identifies the specific remedy(s) that has been proposed; and

1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.24.3. A POC shall be developed and enforced in the following manner:

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- 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 1.24.3.1.1. How the Contractor intends to correct each deficiency;
 - 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 1.24.3.1.3. 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;
- 1.24.3.2. The Department shall review and accept each POC that:
 - 1.24.3.2.1. Achieves compliance with contract requirements;
 - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or

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- 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 1.24.7.1. 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;
 - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.

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- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.
 - 3.4.1.6. Medical emergency.
 - 3.4.1.7. Restraint.
 - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
 - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
 - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;

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- 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
- 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
- 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
 - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
 - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
 - 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
 - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the % of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
 - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

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- 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
- 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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

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

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

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valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Maintenance of Fiscal Integrity

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

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

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit

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

- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
 - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or

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materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

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

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8. Contract Compliance Audits

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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Payment Terms

1. Source(s) of Funding
 - 1.1. This Agreement is funded by:
 - 1.1.1. 16.625% federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
 - 1.1.2. 59.899% federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI083326;
 - 1.1.3. 10.572% general funds; and
 - 1.1.4. 12.904% Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
 - 1.2. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Non Reimbursement for Services
 - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the rates in Exhibit C-1, Service Fee Table.

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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
 - 3.5.1. If the individual owns a vehicle:

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

- 3.5.2. If the individual does not own a vehicle:

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

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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5. Calculating the Amount to Charge the Department Applicable to All Services

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 9, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 9 Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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



specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$868,109**.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).
 - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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



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

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

7.1.1. The client's portion of the rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

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

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

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

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

8. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

8.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

8.1.1. Medication

8.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes

**New Hampshire Department of Health and Human Services
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EXHIBIT C**



Annotated (RSA) 126-A:3 III. (b), except for Section 8.1.2 below.

8.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

8.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

8.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

8.1.1.3. The Contractor shall maintain documentation of the following:

8.1.1.3.1. WITS Client ID Number;

8.1.1.3.2. Period for which prescription is intended;

8.1.1.3.3. Name and dosage of the medication;

8.1.1.3.4. Associated Medicaid code;

8.1.1.3.5. Charge for the medication;

8.1.1.3.6. Client cost share for the service; and

8.1.1.3.7. Amount being billed to the Department for the service.

8.1.2. Physician Time

8.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

8.1.2.1.1. Assessing the client's appropriateness for a medication.

8.1.2.1.2. Prescribing and/or administering a medication.

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



- 8.1.2.1.3. Monitoring the client's response to a medication.
- 8.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 8.1.2.3. The Contractor shall maintain documentation of the following:
 - 8.1.2.3.1. WITS Client ID Number;
 - 8.1.2.3.2. Date of service;
 - 8.1.2.3.3. Description of service;
 - 8.1.2.3.4. Associated Medicaid code;
 - 8.1.2.3.5. Charge for the service;
 - 8.1.2.3.6. Client cost share for the service; and
 - 8.1.2.3.7. Amount being billed to the Department for the service.

9. Sliding Fee Scale

- 9.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 9.2. The Contractor shall implement the sliding fee scale as follows:

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

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

10. Submitting Charges for Payment

Phoenix Houses of New England, Inc.

Exhibit C

Contractor Initials

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



- 10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:
 - 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 10.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 10.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 10.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 10.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 10.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or

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



products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

- 10.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 10.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 10.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 10.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 10.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

11. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds

- 11.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 11.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 11.2.1. Make cash payments to intended recipients of substance abuse services.
 - 11.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 11.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 11.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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



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

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

12. Audits

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

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

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

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

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

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



- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day; only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	\$223.00	Per day; and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

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



Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.9.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.10	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.11	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.12	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 8.1	See Exhibit C, Section 8.1
1.13	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials PM
Date 11/6/2020



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Vendor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: President & CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

11/6/2020
Date

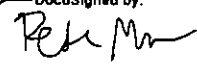

DocuSigned by:

 Name: Peter Mumma
 Title: President & CEO

Exhibit E – Certification Regarding Lobbying

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 Vendor Initials
 Date 11/6/2020



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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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:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma
Title: President & CEO

Contractor Initials
Date 11/6/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: President & CEO

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma
Title: President & CEO

Contractor Initials
Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials DS
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Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Date 11/6/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by:
Katja Fox
 Signature of Authorized Representative
 Katja Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 11/6/2020
 Date

Phoenix House
 Name of the Contractor
Peter Mumma
 Signature of Authorized Representative
 Peter Mumma
 Name of Authorized Representative
 President & CEO
 Title of Authorized Representative
 11/6/2020
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

11/6/2020

Date

DocuSigned by:

Name: Peter Mumma

Title: president & CEO



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 075715193

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

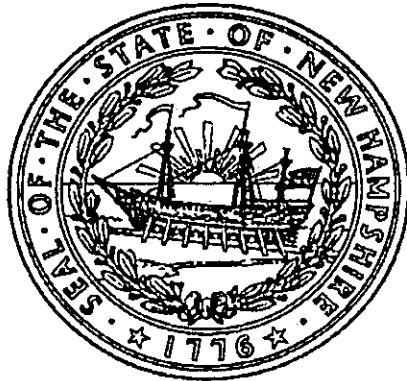
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2393

Certificate Number: 0005035697



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire:
this 29th day of October A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Randy Martinez Randy R. Martinez, hereby certify that:
(Name of the elected Officer of the Corporation/LLC cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Phoenix Houses of New England, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 15th, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Peter Mumma, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Phoenix Houses of New England, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

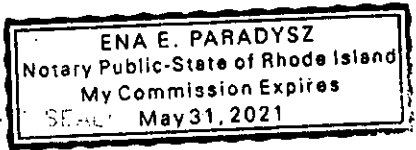
Dated: 11/04/2020

Randy R. Martinez
Signature of Elected Officer
Name: Randy Martinez
Title: Chair of the Board

STATE OF Rhode Island
County of Providence

The foregoing instrument was acknowledged before me this 4th day of November, 2020.

By Randy Martinez Chair of the Board
(Name of Elected Clerk/Secretary/Officer of the Agency)



Eva E. Paradysz
(Notary Public/Justice of the Peace)

Commission Expires: 05/31/21

Client#: 120948

PHOENHOU

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/01/2020

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

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


PRODUCER Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	CONTACT NAME: Celeste Carlson PHONE (A/C, No, Ext): 508-347-2616 FAX (A/C, No): 774-487-3167 E-MAIL ADDRESS: ccarlson@starshep.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Phoenix Houses of New England, Inc. 99 Wayland Avenue, Suite 100 Providence, RI 02908	INSURER A: Philadelphia Ins. Cos.	NAIC # 18058
	INSURER B: Beacon Mutual Ins Co	24017
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK2114452	03/30/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/CP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK2114453	03/30/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	PHUB716494	03/30/2020	07/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	85133	03/30/2020	03/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab Abuse Moistation		PHPK2114452 PHPK2114452	03/30/2020 03/30/2020	07/01/2021 07/01/2021	\$1MIL/3MIL \$1MIL/3MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire is included as Additional Insured as required by written contract, agreement or permit.
 limited to the General Liability coverage.

CERTIFICATE HOLDER State of New Hampshire DHHS 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Mission

Phoenix House New England operates a broad range of CARF (the Commission on Accreditation of Rehabilitation Facilities) accredited programs for men and women, that incorporate mental health, gender-specific, and trauma-informed services for those in need. Our facilities provide safe, affordable substance use and behavioral health treatment in both residential and outpatient settings, and are designed to provide positive and healthy environments that create an empowering and healing space for recovery. Each individual's treatment plan is designed with their mental, physical, and emotional wellness in mind. Phoenix House New England offers programs in Massachusetts, New Hampshire, Rhode Island, and Vermont.

PHOENIX HOUSES OF NEW ENGLAND, INC.
FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED JUNE 30, 2019

PHOENIX HOUSES OF NEW ENGLAND, INC.

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Independent Auditors' Report

To the Board of Directors
Phoenix Houses of New England, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PH New England as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As further detailed in Note 1 to the accompanying financial statements, PH New England has experienced recurring operating losses. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 1. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2020, on our consideration of the PH New England's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the PH New England's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering PH New England's internal control over financial reporting and compliance.

Marcum LLP

Providence, RI
June 8, 2020

PHOENIX HOUSES OF NEW ENGLAND, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2019

Assets	
Current Assets	
Cash	\$ 2,670,961
Due from government agencies, net of allowance of approximately \$936,000	2,501,783
Other receivables, net of allowance of approximately \$829,000	137,944
Contributions receivable	5,075
Prepaid expenses and other assets	822,576
Current portion of note receivable	<u>5,000</u>
Total Current Assets	<u>6,143,339</u>
Other Assets	
Notes receivable, net of current portion	135,000
Property and equipment, net	<u>3,089,989</u>
Total Other Assets	<u>3,224,989</u>
Total Assets	<u>\$ 9,368,328</u>
Liabilities and Net Assets	
Current Liabilities	
Accounts payable and accrued expenses	\$ 2,329,556
Due to government agencies	<u>6,275</u>
Total Current Liabilities	<u>2,335,831</u>
Net Assets	
Net assets without donor restrictions	6,704,767
Net assets with donor restrictions	<u>327,730</u>
Total Net Assets	<u>7,032,497</u>
Total Liabilities and Net Assets	<u>\$ 9,368,328</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Operating Revenues and Support			
Government contract revenue	\$ 7,850,262	\$ --	\$ 7,850,262
Client and third-party revenue (Note 8)	9,297,274	--	9,297,274
Donated goods and services	141,535	--	141,535
Grants and contributions	48,939	124,760	173,699
Other revenue	5,389	--	5,389
Total Operating Revenues and Support	<u>17,343,399</u>	<u>124,760</u>	<u>17,468,159</u>
Expenses			
Salaries	9,576,675	--	9,576,675
Employee benefits and payroll taxes	3,065,626	--	3,065,626
Consulting and contractual services	1,324,963	--	1,324,963
Resident sustenance	866,856	--	866,856
Occupancy costs	1,046,027	--	1,046,027
Vehicle costs	88,530	--	88,530
Communications	381,953	--	381,953
Office and program supplies	570,128	--	570,128
Insurance	423,965	--	423,965
Travel	190,865	--	190,865
Interest	330	--	330
Miscellaneous	417,686	--	417,686
Repairs and maintenance	576,514	--	576,514
Depreciation and amortization	376,722	--	376,722
Administrative charges from Parent	436,203	--	436,203
Total Operating Expenses	<u>19,343,043</u>	<u>--</u>	<u>19,343,043</u>
(Loss) income from operations	<u>(1,999,644)</u>	<u>124,760</u>	<u>(1,874,884)</u>
Other Items			
Non-reciprocal transfer of cash	2,000,000	--	2,000,000
Debt forgiveness	6,999,357	--	6,999,357
Excess of revenues and support over expenses and other items	<u>6,999,713</u>	<u>124,760</u>	<u>7,124,473</u>
Other Changes In Net Assets			
Contributions restricted for capital initiatives	--	26,420	26,420
Changes in Net Assets	<u>6,999,713</u>	<u>151,180</u>	<u>7,150,893</u>
Net Assets (Deficit) - Beginning of Year	<u>(294,946)</u>	<u>\$ 176,550</u>	<u>(118,396)</u>
Net Assets - End of Year	<u>\$ 6,704,767</u>	<u>\$ 327,730</u>	<u>\$ 7,032,497</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2019

	Program Services				Supporting Services		Total Expenses
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fundraising	
	Salaries	\$ 5,476,689	\$ 878,176	\$ 1,950,399	\$ 8,305,264	\$ 1,227,854	
Employee benefits and payroll taxes	1,787,581	274,461	605,394	2,667,436	384,130	14,060	3,065,626
Consulting and contractual services	481,148	85,761	193,852	760,761	562,193	2,009	1,324,963
Resident sustenance	640,212	--	223,204	863,416	3,440	--	866,856
Occupancy costs	739,157	32,361	52,208	823,726	200,088	22,213	1,046,027
Vehicle costs	82,227	1,460	3,652	87,339	1,191	--	88,530
Communications	252,248	16,156	38,834	307,238	71,530	3,185	381,953
Office and program supplies	370,807	6,471	178,441	555,719	12,049	2,360	570,128
Insurance	307,077	29,711	71,880	408,668	13,010	2,287	423,965
Travel	78,132	33,263	38,981	150,376	40,399	90	190,865
Interest	330	--	--	330	--	--	330
Miscellaneous	55,078	17,969	4,936	77,983	334,372	5,331	417,686
Repairs and maintenance	427,580	16,122	103,375	547,077	27,618	1,819	576,514
Depreciation and amortization	270,609	1,066	58,441	330,116	46,422	184	376,722
Administrative charges from Parent	--	--	--	--	436,203	--	436,203
	<u>\$ 10,968,875</u>	<u>\$ 1,392,977</u>	<u>\$ 3,523,597</u>	<u>\$ 15,885,449</u>	<u>\$ 3,360,499</u>	<u>\$ 97,095</u>	<u>\$ 19,343,043</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2019

Cash Flows From Operating Activities	
Changes in net assets	\$ 7,150,893
Adjustments to reconcile changes in net assets to net cash provided by operating activities:	
Provision for doubtful accounts	(765,545)
Depreciation and amortization	376,722
Debt forgiveness from Parent	(6,999,357)
Contributions restricted for capital expenditures	(26,420)
Changes in operating assets and liabilities:	
Due from government agencies	(574,769)
Other receivables	609,327
Contributions receivable	4,053
Prepaid expenses and other assets	(659,925)
Accounts payable and accrued expenses	1,487,798
Due to government agencies	(1,000)
Due to Parent	<u>(354,020)</u>
Net Cash Provided by Operating Activities	<u>247,757</u>
Cash Flows From Investing Activities	
Purchase of property and equipment	<u>(378,962)</u>
Net Cash Used In Financing Activities	<u>(378,962)</u>
Cash Flows From Financing Activities	
Non-reciprocal transfer of cash from Parent	2,000,000
Contributions restricted for capital expenditures	26,420
Principal payments on long-term debt	<u>(80,564)</u>
Net Cash Used in Financing Activities	<u>1,945,856</u>
Net Increase in Cash	1,814,651
Cash - Beginning of Year	<u>856,310</u>
Cash - End of Year	<u>\$ 2,670,961</u>
Supplemental Disclosure of Cash Flow Information	
Interest paid	<u>\$ 330</u>

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 1 - ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Phoenix Houses (the "Parent") was the sole corporate member of the following affiliated organizations: Phoenix Houses Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix Houses Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

In order to address the operating deficits and ensure the long-term viability of PH New England's program services, the Parent's management and the Board evaluated the discontinuation of unprofitable programs and restructured the remaining programs in order to improve operating results. As of March 31, 2019, the Parent undertook a restructuring plan for the Phoenix Houses organization as a whole. The thrust of the restructuring plan is to right-size the infrastructure and adjust the revenue mix with the principal goal of improving cash flows and ensuring the sustainability of the regional affiliates. During March 2019, the Board of the Parent voted to dissolve the sole corporate member (the Phoenix Houses parent entity, incorporated in Minnesota).

The effect of this dissolution caused PH New England to become a stand-alone entity, with a self-governing operating board. All amounts owed to Phoenix Houses Foundation, Inc. ("PH Foundation") by PH New England, as of the dissolution date, have been forgiven. Additionally, during fiscal 2019, PH Foundation made a non-reciprocal transfer of \$2 million in cash to PH New England to provide additional liquidity for operations, and PH Foundation will license the "Phoenix Houses" name and intellectual property to PH New England, at no cost.

Following the effectuation of the dissolution of the sole corporate member, PH Foundation will have no further obligation to support the operations of PH New England.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PRESENTATION

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Under the accrual basis revenues are recognized when earned and expenses when the liability for goods or services is incurred, regardless of the timing of the cash flows.

USE OF ESTIMATES

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods and services represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

FINANCIAL STATEMENT PRESENTATION

To ensure observance of limitations and restrictions that may be placed on the use of resources available to PH New England, its accounts are maintained in the following net asset categories:

Net Assets Without Donor Restrictions – Represents amounts not restricted for identified purposes by donors or grantors. These funds are available to be used for the general purposes of PH New England and include resources designated by the Board of Directors for future capital improvements, renovations, or at its discretion, for other purposes.

Net Assets With Donor Restrictions – Represents amounts whose use by PH New England have been limited by donors to a specific period or purpose or represents amounts that are subject to donor gift instruments requiring that the principal be invested in perpetuity and that only the income be used.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CASH

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents. As of June 30, 2019, there were no cash equivalents.

DONATED GOODS AND SERVICES

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of activities and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended. Donated goods received during the year ended June 30, 2019 totaled approximately \$100,000.

PH New England receives contributed legal services that meet the criteria established by US GAAP for recognition as contributions. Such services are recorded as part of donated goods and services on the statement of activities and changes in net assets at fair value. Donated services received during the year ended June 30, 2019 approximated \$42,000.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than \$1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4-40 years
Furniture, fixtures, and equipment	3-7 years
Computer equipment and vehicles	3-5 years

IMPAIRMENT OF LONG-LIVED ASSETS

PH New England reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Any long-lived assets held for disposal are reported at the lower of their carrying amounts or fair value less cost to sell. Recoverability of these assets is determined by comparing the future undiscounted net cash flows expected to be generated by the assets to the carrying amount.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

IMPAIRMENT OF LONG-LIVED ASSETS (CONTINUED)

Fair value is determined based on expected future discounted cash flows or appraised values, depending upon the nature of the assets. Management's review of such assets of the Company determined that there was no indication of impairment of long-lived assets as of June 30, 2019.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on capital assets funded with government grants and losses on disposals of property and equipment. The statement of operations and changes in net assets also includes the caption "(deficiency in) excess of revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

GOVERNMENT CONTRACT REVENUE

PH New England's contracts with government agencies revenue is recognized when earned and service are performed. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when the amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

CLIENT AND THIRD-PARTY REVENUE

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 84% of total client and third-party revenue for the year ended June 30, 2019. Contracts have been entered into with commercial insurance carriers and reimbursements are based on contracted rates.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CLIENT AND THIRD-PARTY REVENUE (CONTINUED)

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations, and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquiries have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

SUPPORT

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as with donor restrictions. Unconditional promises to give, with payments due in future years, are reported as with donor restriction and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, with donor restriction net assets are reclassified to without donor restriction net assets and reported on the statement of activities and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator. There were contributions of \$26,420 restricted by donors for the acquisition of property and equipment and \$124,760 for program use received during the year ended June 30, 2019.

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

SPECIAL EVENTS REVENUE

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the year ended June 30, 2019, direct benefits to donors totaled \$0.

CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash. PH New England maintains its cash in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash have been placed with high credit quality financial institutions at June 30, 2019, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2019, is as follows:

Medicaid/Managed Medicaid	45 %
Commercial insurance	8
Other third-party payors	47
	<hr/>
	100 %
	<hr/>

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INCOME TAXES

PH New England is exempt from federal income tax under IRC Section 501(c)(3), though it is subject to tax or income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the accompanying financial statements.

PH New England recognizes and measures its unrecognized tax positions in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, PH New England assesses the likelihood, based on their technical merit, that tax positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax positions is adjusted when new information is available, or when an event occurs that requires a change. Interest and penalties associated with unrecognized income taxes, if identified, will be classified as interest expense and income taxes, respectively, in the Statement of Activities and Changes in Net Assets. Management has not identified any uncertain tax positions at June 30, 2019. PH New England is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any periods in progress or pending.

FUNCTIONAL ALLOCATION OF EXPENSES

PH New England allocates expenses between functional categories on a specific identification basis when practical and on a percentage allocation basis where specific identification is not practical based on management's judgement.

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities.

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients. Healthcare services are costs associated with providing primary medical and dental treatment to clients.

Supporting services represent costs for administration and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

NEWLY ADOPTED ACCOUNTING PRONOUNCEMENTS

On August 18, 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information presented about expenses and investment return. PH New England has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented. The major changes of the ASU affecting PH New England include (a) requiring the presentation of only two classes of net assets now entitled "net assets without donor restrictions" and "net assets with donor restrictions" (b) requiring the disclosure of qualitative and quantitative information regarding the liquidity and availability of resources, and (c) incorporating various enhancements to the disclosure of functional expenses.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

In May 2014, the FASB issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers* and has subsequently issued supplemental and/or clarifying ASUs (collectively "ASC 606"). ASC 606 outlines a five-step framework that intends to clarify the principles for recognizing revenue and eliminate industry-specific guidance. In addition, ASC 606 revises current disclosure requirements in an effort to help financial statement users better understand the nature, amount, timing, and uncertainty of revenue that is recognized. ASC 606 may be applied either retrospectively to each prior reporting period presented or use the modified retrospective transition method with the cumulative effect of initial adoption recognized at the date of initial application. Assessment of the new guidance is not anticipated to result in an opening balance sheet adjustment. PH New England will adopt the guidance in ASU 2014-09 as of July 1, 2019 and apply the modified retrospective approach. PH New England evaluated the impact of the adoption of this new revenue recognition standard utilizing the five-step framework of ASC 606 for all services, that include laboratory testing services provided to patients, outpatient services, adult residential services, and rehabilitation services. PH New England concluded that control of these services is transferred to the customer at a point in time. As of June 30, 2019, PH New England has not determined the impact of this standard on the financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED (CONTINUED)

In June 2018, the FASB issued ASU 2018-08, Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made. This ASU provides additional guidance to be used to determine whether a contribution is conditional and when a transaction should be accounted for as a contribution versus an exchange. PH New England will adopt ASU 2018-08 as of July 1, 2019, and may apply the amendments of this standard on a modified prospective basis and elect to apply the standard only to agreements that were entered into after the effective date. As of June 30, 2019, PH New England has not determined the impact of this standard on the financial statements.

SUBSEQUENT EVENTS

PH New England evaluated its subsequent events through June 8, 2020, which is the date the financial statements were available to be issued, and there have been no subsequent events identified for disclosure, except as disclosed below.

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. The COVID-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of business across the country for non-essential services. While the disruption is currently expected to be temporary, there is considerable uncertainty about the duration of closings. At this point, the extent to which COVID-19 may impact the PH New England's financial condition or results of operations is uncertain.

NOTE 3 - RELATED PARTY TRANSACTIONS

The former Parent had a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursement basis. As a result of this strategy, certain affiliates that participated in the cash management programs had corresponding amounts due to (from) the Parent as of the reporting date. Amounts reflected as due to Parent as of June 30, 2019 was \$61,568, related to costs incurred by PH New England, but paid for by the Parent, and are included in accounts payable and accrued expenses on the statement of financial position. As more fully described in Note 1, the Parent forgave all other amounts due from PH New England.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 4 - CONTRIBUTIONS RECEIVABLE

At June 30, 2019, contributions receivable consist of unconditional promises to give of approximately \$5,000, which is expected to be collected within one year.

NOTE 5 - NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$100,000 payable by CVCLT and secured a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by \$5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination on the lease. Interest shall begin to accrue on the last day of the twelfth full calendar month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date.

At June 30, 2019, the balance of this note receivable was \$65,000. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of \$75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease.

Interest accrues on the principal balance of this note, beginning on first day of the first month following the due date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2019 the balance of this note receivable was \$75,000. Total rent expense associated with the lease for this space totaled approximately \$50,000 for the year ended June 30, 2019.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 6 - PROPERTY AND EQUIPMENT, NET

As of June 30, 2019, property and equipment consists of the following:

Land	\$ 76,855
Buildings and improvements	8,769,653
Furniture, fixtures, and equipment	1,217,024
Computer equipment	783,582
Vehicles	45,343
Construction in progress	<u>158,118</u>
	11,050,575
Less: Accumulated depreciation and amortization	<u>(7,960,586)</u>
	<u>\$ 3,089,989</u>

Depreciation and amortization expense charged to operations amounts to \$376,722 for the year ended June 30, 2019.

NOTE 7 - LONG-TERM DEBT

At June 30, 2019, long-term debt consists of the following:

On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of \$200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46% due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and the remaining fixed at that rate through the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield, MA. This note was fully paid off on July 19, 2018.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 8 - CLIENT AND THIRD-PARTY REVENUE

For the year ended June 30, 2019, client and third-party revenue consists approximately of the following:

Healthcare services	\$ 7,770,000
Food stamps	55,000
Private insurance and client payments	1,333,000
Client fees	<u>139,000</u>
	<u>\$ 9,297,000</u>

NOTE 9 - NET ASSETS RELEASED FROM RESTRICTIONS

At June 30, 2019, donor restricted net assets are available for the following purchases:

Capital initiatives	\$ 131,000
Program initiatives	<u>197,000</u>
	<u>\$ 328,000</u>

For the year ended June 30, 2019, there were no net assets released from donor restrictions.

NOTE 10 - RETIREMENT PLANS

PH New England has a tax-deferred annuity plan, which is sponsored by the former Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes a 3.5% non-elective Safe Harbor contribution to the plan and annual 50% matching contributions of up to 5% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2019, totaled approximately \$265,000 and are recorded as part of employee benefits and payroll taxes on the accompanying statements of activities and changes in net assets.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 10 - RETIREMENT PLANS (CONTINUED)

PH New England has a 457(b) deferred compensation plan, which is administered by the former Parent, to provide certain employees of PH New England with the benefit of additional tax-deferred retirement savings opportunities. The annual 457(b) deferral limitation for 2019 was \$18,500. This plan is entirely funded by employee salary deferrals. Plan assets and liabilities pertaining to the 457(b) plan, which are immaterial to the accompanying financial statements, have not been recognized. No contributions are made by PH New England for fiscal 2019.

NOTE 11 - COMMITMENTS AND CONTINGENCIES

LEASE COMMITMENTS

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2024. Total expense under these leases were approximately \$814,000 the year ended June 30, 2019.

Future minimum rental payments due are approximately as follows for the years ending June 30:

2020		\$ 447,000
2021		377,000
2022		253,000
2023		124,000
2024		<u>127,000</u>
		<u>\$ 1,328,000</u>

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately \$115,000 for the year ended June 30, 2019.

PHOENIX HOUSES OF NEW ENGLAND, INC.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2019

NOTE 11 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

LITIGATION

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

NOTE 12 - AVAILABLE RESOURCES AND LIQUIDITY

PH New England has established policies and procedures designed to manage liquidity and the use of available financial assets for operating activities. Such policies are established within the framework of the terms and conditions laid out in the contracts with various government agencies and third party insurance providers. Under this framework, PH New England, is limited as to the amount of surplus revenue attributed to standard service contracts. The underlying premise of this limitation is to ensure that providers receive only as much funding as is necessary to support the current needs of their programs.

PH New England's liquidity policy is designed to ensure adequate availability of funds for general expenditures and related obligations, payment of scheduled debt service obligations as they come due.

The Agency's financial assets available within one year of the balance sheet date for general expenditures (net of donor restricted assets) are as follows:

Financial assets as of year end:

Cash	\$ 2,670,961
Accounts receivable, net	<u>2,644,802</u>
Subtotal	<u>5,315,763</u>

Less amounts restricted by contract or donor:

Donor restricted	<u>5,075</u>
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Amount available to fund general operating expenses within a year	<u>\$ 5,310,688</u>
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PHOENIX HOUSES OF NEW ENGLAND
Board of Directors (redacted)
July 1, 2020 – June 30, 2021

CHAIR

RANDY R. MARTINEZ
Director, Diversity Strategy & Management
CVS Health

WILLIAM F. MARTIN PhD
Chief Scientific Officer
Evolution Research Group

RICHARD K. BACIK
Consultant

FRANK J. TILLINGHAST
Founder, Chief Financial Officer
SquadLocker, Inc.

SEAN T. COTTRELL
Vice President
Starkweather & Shepley Insurance Brokerage, Inc.

SUSAN DEVLIN
Owner
Nurture Salon and Spa

WILLIAM T. FISHER, JR., Ed.D., M.E.D, M.S.W.
Assistant Dean for Field Education & Professor,
Chair, Department of Social Work

NATALIE LESIEUR-MOLAK
Cell: (603) 396-4953

PETE MUMMA, MS, MBA

BEHAVIORAL HEALTH & ADDICTION TREATMENT EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, Addiction Services, integrated care, population health & wellness, clinical & administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in real estate, facilities & zoning issues, board relations, mergers & acquisitions, integrated care, global budget, population health and wellness, tele-medicine (tele-psychiatry), and overall revenue enhancement & cost of care reduction.

VALUE OFFERED

- Integrated care design & implementation
- Strategic planning & Global Budget
- Population health and wellness focused
- Quality & performance enhancement
- Clinically aligned throughput focus
- Program transformation & administration
- Experience working with legislators
- Multi-site strategic & operational oversight
- Policy development & implementation
- Financial Accountability / P&L
- Evidence-based decision making
- Multiple-stakeholder solution focus
- Complex statistical trend analysis
- Payer and contract negotiations

INNOVATIONS AND ACCOMPLISHMENTS

Phoenix House

August 2017 - present

Since 1972 Phoenix House has grown to become the nation's leading independent nonprofit provider of alcohol and drug abuse treatment and prevention services, operating more than 120 programs in ten states. Currently, we care for a population of more than 5,000 men, women, and adolescents in recovery, and offer a wide range of treatment options along the ASAM Criteria. These CARF accredited programs include assessment and evaluation, detoxification, outpatient and residential programs, sober living residences, after-school and day programs for teens, case management, special women's services, and programs that serve those with both substance abuse and behavioral health problems.

President & CEO

(2019-present)

Reporting to the Board of Directors, and responsible for all aspects of company operations, clinical effectiveness, strategy, and all other deliverables. Disbanded the national organization into 6 regional free-standing companies. Elected President and CEO of Phoenix Houses of New England. Navigated successful acquisition of another clinical entity and transitioned all care in 5 weeks, start to finish. Successfully negotiated 35% rate increase of managed Medicaid rates. Led 21-site, 4 state clinical health care operations through COVID.

Senior Vice President & New England Regional Executive, Phoenix Houses of New England (2017-2019)

Reports to the national CEO and in conjunction with the Phoenix Houses of New England Board of Directors, maintains fiduciary responsibility for the executive, financial, operational, philanthropic and strategic care continuum for 19 care sites within the 4-state region including Rhode Island, Massachusetts, Vermont and New Hampshire. Build and operate an annual budget of \$30 million and oversee the care delivery of the region with a staff of 350 people (7 executive direct reports). Developing and expanding the leadership role in supporting the mission, vision, and values for Phoenix House, while ensuring the continuity of clinical excellence standards for clients, families, communities and stakeholders of the region.

Successes include a restructuring of regional administration to save \$500k annually, closure of three non-strategic programs with negative EBIDA while reabsorbing staff for a zero-net-job loss, and two revenue enhancement and optimization strategies worth \$3.5M annually, securing zoning for and building a new treatment center location, expanding revenue generating programs, completing a corporate merger, and restructuring the national corporation to reduce \$14M in national expense.

LifeBridge Health, Baltimore, MD

2014 – August 2017

LifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

System Director, Psychiatry and Behavioral Health, LifeBridge Health

Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association – Behavioral Health Executive Task Force

Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee

Advanced Health Collaborative - Behavioral Health Executive Task Force

Behavioral Health Executive Consultant

2013 – present

National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites.

Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

Lancaster General Health, Lancaster, PA

2009 - 2014

54 outpatient sites, 640-bed, 3rd-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals – Top 50, US News & World Report.

Administrative Director, Behavioral Health Service Line

Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, including Inpatient, Outpatient, Consult / Liaison Service, Psych Emergency Services, Integrated Behavioral Health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

- Enhanced departmental net revenue by \$1.5 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.
- Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.
- Initiated and directed a turnaround / total overhaul of the clinical model of care.
- Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 6-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.
- Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.
- Conceptualized and implemented multi-phase strategic growth plan for Behavioral Health Services, all with enhanced net revenue:
 - Phase I: Enhanced Capacity for core services: increased inpatient psychiatric beds by 45%. Modernized existing and new service design/build per NAPHS design standards. Doubled the size of the psychiatric consult-liaison service.
 - Phase II: Improved provider diversification and workforce sustainability. Worked with payers and medical executive staff to change culture and amend policy to initiate use of Psych Nurse Practitioners and other mid-levels.
 - Phase III: Created Interventional Psychiatry program including pharmaco-genetic testing and Transcranial Magnetic Stimulation. Secured capital donors for TMS equipment purchase. Drove design/build process to ensure concierge-level facility renovations. Operationalized program that exceeded annual projections within the first quarter of operations.
 - Phase IV: Launched Integrated Behavioral Health initiatives - counseling and psychiatric services using four different models of integration at outpatient medical sites and Patient Centered Medical Homes.

- Oversaw departmental integration of system-wide electronic health record (EHR; EPIC) implementation in Outpatient and Inpatient environments, from workflow analysis to validation through implementation, go-live, and optimization phases.
- Designed and implemented new physician compensation model to a mutually beneficial productivity model, yielding both an increase in physician compensation and an increase in departmental net revenue.
- Modernized psychiatric staffing model to be consistent with leading practice trends, while maintaining robust HPPD. Simultaneously improved % top box patient satisfaction scores.
- Enhanced nursing clinical ladder program for RN staff. Created and implemented clinical ladder program for non-RN staff to enhance recruitment and retention, as well as improve employee satisfaction.
- Created & implemented Disaster/Emergency Behavioral Health Response team

New Hanover Regional Medical Center, Wilmington, NC 2007 - 2009

Director, "The Oaks" Behavioral Health Hospital

62 bed psychiatric hospital, within a 5 hospital regional Magnet healthcare system of over 700 beds.

- Implemented change of Physician team to Hospitalist model. Led redesign of clinical and administrative interfaces with respect to Behavioral Health Services.
- Modernized clinical services to psychiatric best practices.
- Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.
- Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.
- Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.
- Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and non-medical staff within the Health Network and to the surrounding community.

University of Maryland Medical System, Baltimore, MD 1992 to 2007

Very large, multi-hospital, quaternary care, academic medical center and lead agency, with a complete psychiatric continuum of care.

Manager, Psychiatric Assessment and Referral Center (1996 to 2007)

- Led several major initiatives that improved projected net collections by \$2+M annually for inpatient psychiatry, and substantially strengthened access to care.
- Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.
- Identified insurance billing problems and implemented swift corrective action to reverse a \$4M annual loss trend.

- Presented legal cases, coordinated testimony, called witnesses under direct- and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.
- Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.
- Computerized operations - designed, programmed, and administrated complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

Clinical Admissions Coordinator (1993 to 1996)
Psychiatric Counselor (1992 to 1994)

EDUCATION

M.B.A., Health Care Management, York College of PA, York, PA, 2018

M.S., Applied Psychology, University of Baltimore, Baltimore, MD, 1998

B.A., Psychology, Goucher College, Towson, MD, 1992

PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE

American College of Healthcare Executives (ACHE)	(2003 to present)
Board of Directors, <u>Aevium</u> .	(2013-2014)
Exec. Comm. Member, <u>Lancaster Co. Suicide Prevention Coalition</u> . MHA	(2012-2014)
President, Board of Directors, <u>NAMI -Wilmington, NC Chapter</u>	(2008-2009)
Exec. Board Member, <u>United Way - Ten Year Plan to End Chronic Homelessness - Wilmington, NC</u>	(2008-2009)

POLICY AND LEGISLATIVE

Substance Use, Mental Health Leadership Council
Rhode Island, 9/2017 to present

Maryland Hospital Association
Behavioral Health Executive Committee, 2016-2017

Lancaster Health Improvement Partnership (LHIP) – Lancaster Chamber of Commerce
Community Needs Health Assessment and Planning Committee, 2013

Management and Operations Reform – State Psychiatric Hospitals of North Carolina,
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,

Legislative Session 2008

New Hanover County Health Summit,
University of North Carolina – Wilmington,
Facilitator, roundtable discussion: “Enhancing Access to Mental Health Care”

SPECIALIZED EXPERIENCE

Incident Command Structure (ICS): Applying ICS to Health-care Organizations and Hospitals (I-200), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

National Incident Management System (NIMS) (I-700), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical Incident Stress Management, Intermediate – NC SE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid – PA Emergency Behavioral Health Institute / American Red Cross, 5/2010

Wendi Bedard, MSN, RN

Versatile Nursing Supervisor and Clinical Educator offering 12-year background in healthcare. Comprehensive hands-on training in all areas of patient care with advanced proficiency in electronic charting systems like Avatar software. I am seeking to leverage my experience and education to obtain the position of Director of Nursing.

Experience

Phoenix House of New England, Inc.

NH,VT

Nov 2020 to present

AVP of Nursing and Patient Care- North

- Responsible for maximizing effective patient care, overseeing nursing, and other direct patient care services.
- In coordination with the senior executive team, drives the system nursing strategy, providing leadership and direction
- Ensures effective and efficient delivery of a positive patient experience, both clinical and service, across nursing as well as compliance with established objectives to achieve the strategic goals of the organization.
- Ensuring patients receive quality clinical, service, and safe care.
- Provides leadership in development, implementation, and oversight of system-wide nursing care standards, practices, programs, and delivery in order to achieve desired and integrated strategic business initiatives, objectives, and outcomes including, but not limited to, growth, accountability and patient care.
- Improves the quality of care through integration of evidence-based practice and various quality methodologies and programs.
- Effective organizational policies and practices. Promotes standardization and reduction in variation using evidence-based practice while maintaining innovative practices.

Dec 2019-Nov 2020

Phoenix House

Director of Nursing NH

- Responsible for maximizing effective patient care, overseeing nursing, and other direct patient care services.
- In coordination with the senior executive team, drives the system nursing strategy, providing leadership and direction
- Ensures effective and efficient delivery of a positive patient experience, both clinical and service, across nursing as well as compliance with established objectives to achieve the strategic goals of the organization.
- Ensuring patients receive quality clinical, service, and safe care.
- Provides leadership in development, implementation, and oversight of system-wide nursing care standards, practices, programs, and delivery in order to achieve desired and integrated strategic business initiatives, objectives, and outcomes including, but not limited to, growth, accountability and patient care.

Brattleboro Retreat

Brattleboro, VT

July 2007 to Dec 2019

RN, HUB- Per Diem, June 2019-present

- Contributes to the multidisciplinary team assessment, planning, implementation and evaluation of nursing care
- Provides medication to those undergoing medication-assisted therapy (MAT).

RN Supervisor- Per Diem, January 2016- December 2019

- Responsible for a 129-bed inpatient unit, three Residential homes, and the admissions department.
- Work with hospital-wide staff on appropriate decision making as problems arise.
- Respond to behavioral emergencies throughout the hospital and residential units, obtaining orders and if necessary, completing for post-event assessment of the patient.
- Provide supervision and consultation to the admissions department for emergent admission issues, including triage of patients/ capacity to care for, and patient placement on the units.
- Provide ongoing mentoring, coaching, recognition and feedback to all staff
- Communicate pertinent information on all critical incidents and sentinel events to the Administrator on Call
- Provide a comprehensive hand off both verbal and written to appropriate clinical managers.

Clinical Nurse Educator, January 2015-Present

- Liaison to nursing staff, medical staff, and other departments.
- Participate in training new hires to include all Mental Health Workers, LPN's, and all new RN's.
- Evaluate the competency of new orientees at the conclusion of orientation and make recommendations to clinical managers.
- Provide clinical mentoring to nursing staff as requested.
- Participate in performance improvement and develop ongoing educational needs per the organization.

RN Staff, July 2007-January 2015

- Assumes the role of Charge Nurse.
- Provides nursing care to meet individual patient needs.
- Participates in developing and maintaining a safe and therapeutic milieu.
- Utilizes appropriate degree of verbal intervention in crisis resolution.
- Participates in the development and implementation of the multidisciplinary plan of care for assigned patients.

Education

Walden University, Minneapolis, Minnesota
MSN- Leadership and Management -May 2018

New Hampshire Community Technical College, Claremont, New Hampshire
Associate Degree- Nursing - May 2007

Southern New Hampshire University, Manchester, New Hampshire
BA- Psychology - May 2004

Additional Skills

- BLS certified
- CPI certified

References

Mary Dent
Nursing Professor
Greenfield Community College
413-695-5467
dent@gcc.mass.edu

Derek Krym
Nursing Supervisor
Brattleboro Retreat
802-668-3778
dkrym@brattlebororetreat.org

Pamela Baker
Clinical Nurse Educator
Brattleboro Retreat
802-258-6831
pbaker@brattlebororetreat.org

Laura Call
Unit Manager
Evergreen Memory Care

James Henzel

EDUCATION

KEENE STATE COLLEGE * Chemical Dependency Therapist Certificate	KEENE, NEW HAMPSHIRE June 1992
KEENE STATE COLLEGE * Associate in Science – Chemical Dependency	KEENE, NEW HAMPSHIRE May 1993
KEENE STATE COLLEGE * Bachelor of Science – Management	KEENE, NEW HAMPSHIRE Sept. 1995

ACHIEVEMENTS

* Deans List - Spring 92 - Fall ,93	* National Honor Society Business Administration Delta Mu Delta	1994
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EXPERIENCE

* Lodge Manager	Beech Hill Hospital Substance Abuse Dublin, NH	1985 – 1995
- Provide orientation and supervision to staff - Provide all facets of administrative duties, i.e. Budgeting, scheduling and ordering supplies		
* Continuing Care Facilitator	Beech Hill Hospital	1985 – 1998
-Provide education on substance abuse; conduct group and individual counseling.		
* Family Program Coordinator	Beech Hill Hospital	1985 – 1998
-Provide organizational and case management support to program. -Provide assistance with families dealing with substance abuse issues. -Present seminars on substance use topics.		
*Nicotine Addiction Program	Dublin, NH	1990 - 1991
-Provide organizational support to program. -Provide assistance with clients dealing with nicotine abuse issues. -Facilitate seminars on nicotine abuse issues. -Provide education on nicotine addiction and conduct group, individual and family counseling.		
* Court Referral Program	Beech Hill Hospital	1985 – 1998
-Provide organizational and case management support to program. -Present seminars on substance use issues. -Provide education on addictions and conduct group counseling.		
* Adolescent Program Counselor	Beech Hill Hospital	1991 – 1997
-Provide organizational support to program. -Provide individualized treatment/family counseling and case management services. -Provide assistance with adolescents dealing with substance abuse issues. -Present seminars on substance use issues. -Provide education on nicotine addiction and conduct group and individual counseling.		
* Adolescent Program Manager	Beech Hill Hospital	1997 – 1998

- Provide organizational leadership to program.
- Attend to staffing/ scheduling/ supervision issues.
- Review utilization review of clients.
- Train new hires in counseling and case management goals and objectives.

*** Account Manager** Charter Brookside 1998 – 1999
Nashua, NH

- Provide marketing/ customer related services
- Provide direct contact with all referral sources
- Develop contacts and new relationships
- Provide links to services in specific geographical regions

*** Regional Program Director** Phoenix House 1999 – 2019
Brattleboro, VT

- Developed and five supportive housing programs
- Provide operational oversight to five independent supportive housing facilities.
- Provide organizational leadership to the five individual program sites.
- Track trends and outcomes. Develop reports
- Orient and train staff in care management duties
- Attend to staffing/ scheduling/ supervision issues.
- Attending to facility safety issues
- Liaison between contractors, stake holders and referral sources
- Provided marketing to Vermont
- Assist in New program development

***Director of Business Development** October - 2019
And New Hampshire Projects

- Provide assessment of business oppourtunities /marketing/ customer related services
- Provide direct contact with all referral sources
- Develop and maintain relationships between customers and community partners
- Develop contacts and new relationships
- Provide links to services in specific geographical regions
- Develop transitional / recovery support housing and services

***Senior Program Director of New Hampshire** July 2020 to present

- Provide Operational and Administrative oversight to the New Hampshire Programs
- Oversee contractual requirements for State, Federal and local funding sources .
- Establish and maintain healthy partnerships within the community
- Coordinate care with local and State stakeholders
- Primary contact for new Hampshire Programs

Special Skills:

- *Organization and Management Skills
- *Experience in 12 Twelve Step Programs
- *New England Leadership Institute
- *Peer Leadership Institute
- * Recovery Coach Trainer

Trainings:

- *Studder Management Training
- *Motivational Interviewing
- *Clinical Management
- *Professional Ethics
- *Case management
- *Co-occurring Disorders: Assessment, Treatment, and Supervision
- *Best Practices: Treating Offenders
- *Supporting Effective treatment in Corrections Units
- * Cognitive Self Change
- * Level 1 HIV
- *Women's treatment issues
- *Effective case management of Substance Involved Offenders
- *Project Crash / Group process
- *Therapeutic Community
- *CPR and Infectious Control
- *CPI Trained
- *Recovery Coach Trainer of Trainers
- *Seeking Safety



Salary Allocations to NH BDAS	Title	Total Salary	% NH	NH Salary	%NHBDAS	Salary NH BDAS
Pete Mumma, MS, MBA	President & CEO	\$240,000.00	25%	\$60,000.00	0%	\$0.00
Wendi Bedard, MSN	AVP Nursing	\$115,000.00	82%	\$93,757.58	22%	\$20,610.80
James Henzel	NH Admin Director	\$80,000.00	100%	\$80,000.00	22%	\$17,586.47

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-06)


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


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Headrest		1.4 Contractor Address 14 Church St. Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4872	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$303,412
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small> Cameron Ford Date: 11/16/2020		1.12 Name and Title of Contractor Signatory Cameron Ford Executive Director	
1.13 State Agency Signature <small>DocuSigned by:</small> Katja Fox Date: 11/16/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  On: 11/16/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials CF
 Date 11/16/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
 - 1.4.4.1. The provision of information;
 - 1.4.4.2. Risk assessment;
 - 1.4.4.3. Intervention and risk reduction education; and
 - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
 - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
 - 1.5.3.1. Methadone.
 - 1.5.3.2. Buprenorphine products, including:
 - 1.5.3.2.1. Single-entity buprenorphine products;
 - 1.5.3.2.2. Buprenorphine/naloxone tablets;
 - 1.5.3.2.3. Buprenorphine/naloxone films; and
 - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 1.5.3.3. Long-acting injectable buprenorphine products.
 - 1.5.3.4. Buprenorphine implants.
 - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305; Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

1.6. Transition Plan

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor and Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

1.7. Resiliency and Recovery Oriented Systems of Care

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed to ensure treatment provided addresses trauma experience by the individual.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration

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of alternative solutions and decision-making with regard to alcohol and other drug related problems.

- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving 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.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.9. Enrolling Individuals for Services

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall 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. The Contractor shall:

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- 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
- 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
- 1.9.2.3. Provide the client, 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 charges; and
- 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
 - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.5.2. During treatment only when determined by a Licensed Counselor.
- 1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or

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- 1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.9.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):

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- 1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;
- 1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and
- 1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.7.5. Individuals with Opioid Use Disorders.
- 1.9.7.6. Veterans with substance use disorders.
- 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.10.2. Probation and parole programs.
 - 1.9.10.3. Doorways.
- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the

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Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
 - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or
 - 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
 - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.9.14.2. Have co-occurring mental health disorders; and/or
 - 1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.9.16.1. Kitchens.
 - 1.9.16.2. Group rooms.
 - 1.9.16.3. Recreation rooms and/or areas.

1.10. Denial of Services

- 1.10.1. The Contractor shall ensure individuals who are denied services:
 - 1.10.1.1. Are informed of the reason for denial; and
 - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
- 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;

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- 1.10.2.2. Relapsed from an earlier treatment;
- 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
- 1.10.2.4. Has been diagnosed with a mental health disorder.

1.11. Waitlists

- 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
- 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.12. Assistance with Enrolling in Insurance Programs

- 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
 - 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
 - 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.13. Service Delivery Activities and Requirements

- 1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:
 - 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
 - 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.
 - 1.13.1.3. Maintenance of specific policies that include, but are not limited to:
 - 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
 - 1.13.1.3.2. Progressive discipline, leading to administrative discharge.

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- 1.13.1.3.3. Reporting and appealing staff grievances.
- 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
- 1.13.1.3.5. Policies on client and employee smoking.
- 1.13.1.3.6. 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.
- 1.13.1.3.7. Policies and procedures for holding a client's possessions.
- 1.13.1.3.8. Secure storage of staff medications.
- 1.13.1.3.9. A client medication policy.
- 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. 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).

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- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
 - 1.13.2.1. During initial contact.
 - 1.13.2.2. During screening.
 - 1.13.2.3. At intake.
 - 1.13.2.4. During admission.
 - 1.13.2.5. During on-going treatment services.
 - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
 - 1.13.3.1. During initial contact.
 - 1.13.3.2. During screening.
 - 1.13.3.3. At intake.
 - 1.13.3.4. During admission.
 - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than, can be provided through contract services; and

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- 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
 - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
 - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
 - 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
 - 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.13.5.3.3. The counselor's assessment of whether the individual 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; and

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- 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
 - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
 - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
 - 1.13.6.2.4. Peer recovery support provider, as appropriate.
 - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
 - 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
 - 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.

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- 1.13.6.5.2. Probation and/or parole programs, as applicable.
- 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
 - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
 - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.13.7.2.1. Continuing Service Criteria A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
 - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
 - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the

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individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

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- 1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:
- 1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;
 - 1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or
 - 1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.
- 1.13.9. The Contractor shall deliver services in this Contract in accordance with:
- 1.13.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).
 - 1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).
 - 1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

- 1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
- 1.14.1.1. Hepatitis C Virus (HCV).
 - 1.14.1.2. Human Immunodeficiency Virus (HIV).
 - 1.14.1.3. Sexually Transmitted Diseases (STD).
 - 1.14.1.4. Tobacco Treatment Tools that include:
 - 1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
 - 1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.
- 1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

1.15. Medication Services

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- 1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
 - 1.15.2.1. The client's name;
 - 1.15.2.2. The medication name and strength;
 - 1.15.2.3. The prescribed dose;
 - 1.15.2.4. The route of administration;
 - 1.15.2.5. The frequency of administration; and
 - 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure 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, are stored as follows:
 - 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
 - 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.

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- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.15.6.3. OTC medication containers are 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.
- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
 - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record; and
 - 1.15.9.2. The client is provided with remaining medication to take with him or her

1.16. Tobacco Free Environment

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

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- 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
- 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
- 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
- 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
- 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
- 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
 - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
 - 1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.16.3. The Contractor shall ensure the tobacco free environment policy is:
 - 1.16.3.1. Posted in the Contractor's facilities.
 - 1.16.3.2. Posted in all Contractor vehicles.
 - 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.17. Staffing

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- 1.17.1. 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.
- 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
 - 1.17.2.1. Job title;
 - 1.17.2.2. Physical requirements of the position;
 - 1.17.2.3. Education and experience requirements of the position;
 - 1.17.2.4. Duties of the position;
 - 1.17.2.5. Positions supervised; and
 - 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
 - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
 - 1.17.3.2. 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.
 - 1.17.3.3. 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:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

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- 1.17.4.2. Do not exceed the criminal background standards established above;
- 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
- 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
 - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 1.17.4.4.3. Confidentiality requirements;
 - 1.17.4.4.4. Grievance procedures for both clients and staff;
 - 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
 - 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
 - 1.17.4.4.7. The Contractor's infection prevention program;
 - 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
 - 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:

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- 1.17.5.1.1. The name of the examinee.
- 1.17.5.1.2. The date of the examination.
- 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
- 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
- 1.17.5.1.5. The dated signature of the licensed health practitioner.
- 1.17.5.2. Are 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
- 1.17.5.3. 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 individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.

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- 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
- 1.17.7.4. A signed and dated record of orientation.
- 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
- 1.17.7.6. Records of screening for communicable diseases results required above.
- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. 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.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.17.7.11.2. 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
 - 1.17.7.11.3. 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
 - 1.17.7.11.4. Documentation of the criminal records check.

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1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

1.17.8.1. A minimum of one (1) licensed supervisor, defined as:

1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

1.17.8.1.3. Licensed mental health provider.

1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:

1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support

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services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

1.17.9. The Contractor shall ensure no more than twelve (12) staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:

1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:

1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and

1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.

1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.

1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.

1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.

1.17.14. The Contractor shall ensure supervision includes the following techniques:

1.17.14.1. Review of case records;

1.17.14.2. Observation of interactions with clients;

1.17.14.3. Skill development; and

1.17.14.4. Review of case management activities.

1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.

1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.

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- 1.17.17. The Contractor shall provide training to staff on:
- 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
- 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. 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 and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. 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.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served.

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The Contractor shall ensure student interns, prior to beginning an internship, complete:

- 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
- 1.17.25.1. The contract requirements.
 - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
- 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.

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1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.19. Inspections

1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:

1.19.1.1. A reception area separate from living and treatment areas;

1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;

1.19.1.3. Secure storage of active and closed confidential client records; and

1.19.1.4. Separate and secure storage of toxic substances.

1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:

1.19.2.1. The facility premises;

1.19.2.2. All programs and services provided under the contract; and

1.19.2.3. Any records required by the contract.

1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.

1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.20. Web Information Technology System (WITS)

1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.

1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.

1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:

1.20.3.1. Is not entered into the WITS system; and

1.20.3.2. Does not receive services described this contract.

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- 1.20.3.3. Is assisted with finding alternative payers for the required services.
- 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.21. Quality Improvement
 - 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.21.1.1. Participating in electronic and in-person individual record reviews.
 - 1.21.1.2. Participating in site visits.
 - 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
 - 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
 - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
 - 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
 - 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
 - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
 - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.22. Client Discharge and Transfer
 - 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;

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- 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
- 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized.
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
 - 1.22.2.1. The dates of admission and discharge or transfer.
 - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
 - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
 - 1.22.2.4. The reason for discharge or transfer.
 - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
 - 1.22.2.7. A continuing care plan, including all ASAM domains.
 - 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
 - 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;

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- 1.22.4.2. 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
- 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. 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
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

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- 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
- 1.23.1.1.3. Notification of rights are documented in the client record.
- 1.23.1.1.4. Posting the notices continuously and conspicuously; and
- 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.24. Administrative Remedies

- 1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:
 - 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 1.24.1.2. Imposing a directed POC upon a Contractor;
 - 1.24.1.3. Suspension of a contract; or
 - 1.24.1.4. Revocation of a contract.
- 1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
 - 1.24.2.1. Identifies each deficiency;
 - 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.24.3. A POC shall be developed and enforced in the following manner:
 - 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 1.24.3.1.1. How the Contractor intends to correct each deficiency;

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- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. 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;
- 1.24.3.2. The Department shall review and accept each POC that:
 - 1.24.3.2.1. Achieves compliance with contract requirements;
 - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected.
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection.
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.

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- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 1.24.7.1. 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;
 - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.

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3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

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

- 3.4.1.1. Abuse.
- 3.4.1.2. Neglect.
- 3.4.1.3. Exploitation.
- 3.4.1.4. Rights violation.
- 3.4.1.5. Missing person.
- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.

3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.

3.7. The Contractor shall report all sentinel events to the Department:

3.7.1. When the sentinel even involves any individual receiving services under this contract;

3.7.2. Immediately by verbal notification upon discovering the event, which includes:

- 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
- 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
- 3.7.2.3. Location, date, and time of the event;
- 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
- 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
- 3.7.2.6. The identification of any media that had reported the event.

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- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
 - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
 - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
 - 4.1.1.4. Clinically appropriate services: % of individuals receiving ASAM level of care within 30 days;
 - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
 - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
 - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
 - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

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- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.

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5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all

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invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Maintenance of Fiscal Integrity

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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- 7.1.2.2. Formula: Total current assets divided by total current liabilities.
- 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
 - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
 - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

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- 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
 - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

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- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
 - 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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Payment Terms

1. Sources of Funding
 - 1.1. This Agreement is funded by:
 - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
 - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
 - 1.1.3. 10.829%, general funds; and
 - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
 - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
 - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

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 Substance Use Disorder Treatment and Recovery Support Services
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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
 - 3.5.1. If the individual owns a vehicle:

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

- 3.5.2. If the individual does not own a vehicle:

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

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
 - 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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5. Calculating the Amount to Charge the Department Applicable to All Services

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 8, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 8, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$154,162.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).
 - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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

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

- 7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and
- 7.1.2. The charges to the Department.

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

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

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

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

8. Sliding Fee Scale

- 8.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 8.2. The Contractor shall implement the sliding fee scale as follows:

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

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

9. Submitting Charges for Payment

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

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.

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

9.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

9.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager

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

- 9.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
 - 9.6. Funds in this contract cannot be used to replace funding for a program already funded from another source.
 - 9.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
 - 9.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
 - 9.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
 - 9.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
 - 9.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
 - 9.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
 - 9.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 - 9.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
- 10.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 10.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

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- 10.2.1. Make cash payments to intended recipients of substance abuse services.
 - 10.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 10.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 10.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 10.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 10.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

11. Audits

- 11.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

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- 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day

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Exhibit C-1

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials CF
Date 11/16/2020



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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

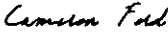
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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


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

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

Vendor Name:

11/16/2020
Date

DocuSigned by:

 403689202500472
 Name: Cameron Ford
 Title: Executive Director

DS

 Vendor Initials
 Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

11/16/2020
Date



DocuSigned by:

 Name: Cameron Ford
 Title: Executive Director

Exhibit E - Certification Regarding Lobbying

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 Date 11/16/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/16/2020

Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

Contractor Initials DS
CF
Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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CF

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



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/16/2020

Date

DocuSigned by:
Cameron Ford
4036592C230C472
Name: Cameron Ford
Title: Executive Director

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/16/2020

Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials DS
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Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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Contractor Initials CF

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

 The State by:
Katja Fox

 Signature of Authorized Representative
 Katja Fox

 Name of Authorized Representative
 Director

 Title of Authorized Representative
 11/16/2020

 Date

Headrest Inc

 Name of the Contractor
Cameron Ford

 Signature of Authorized Representative
 Cameron Ford

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 11/16/2020

 Date

Contractor Initials DS
CF

Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

11/16/2020
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 618016653

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

NO YES

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

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

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

NO YES

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

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

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

Name: <u>Cameron Ford</u>	Amount: <u>80,000</u>
Name: <u>Cheryl Wilkie</u>	Amount: <u>74,800</u>
Name: <u>Chelsea Simpson</u>	Amount: <u>55,000</u>
Name: <u>Lara Quilla</u>	Amount: <u>43,260</u>

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

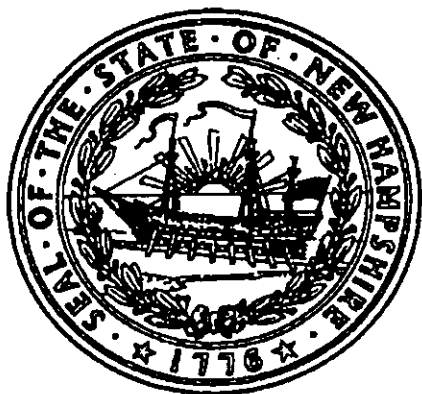
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466

Certificate Number: 0004984405



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, J. ANDREW DAUBENSPECK, hereby certify that:
(Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of HEADREST INC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 11/1, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cameron Ford, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 11/2/2020

J. Andrew Daubenspeck
Signature of Elected Officer
Name: J. ANDREW DAUBENSPECK
Title: SECRETARY, BOARD OF DIRECTORS



HEADINC-01

L CLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2020

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

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

PRODUCER A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	CONTACT NAME: PHONE (AC, No, Ext): (603) 643-4540 FAX (AC, No): (603) 643-6382 E-MAIL ADDRESS: _____
INSURED Headrest, Inc. 14 Church Street Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Insurance Co. INSURER B: Eastern Alliance INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liabilt GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC OTHER:		PHPK2158369	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2158365	7/15/2020	7/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB731419	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A		128046-01	7/15/2020	7/15/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	BPP		PHPK2158369	7/15/2020	7/15/2021	Limit \$ 55,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

NH DHHS - BDAS Attn: Linda J. Parker 105 Pleasant Street - Main 3rd Floor North Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



Mission Statement (updated January 2020)

Headrest supports individuals and their families, friends and neighbors affected by substance use, navigating recovery, or in crisis, by providing effective programs and treatment options that support prevention and long-term recovery.

Headrest will never turn anyone away.

Vision:

We imagine a world where there is no shame in getting the help you need.

HEADREST, INC.
FINANCIAL STATEMENTS

June 30, 2019 and 2018

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire

We have audited the accompanying financial statements of Headrest, Inc., which comprises the statement of financial position as of June 30, 2019 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements

The financial statements of Headrest, Inc., as of June 30, 2018, were audited by other auditors whose report dated November 15, 2018, expressed an unmodified opinion on those statements.

Report on Summarized Comparative Information

In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Rowley & Associates, P.C.
Concord, New Hampshire
December 5, 2019

HEADREST, INC
STATEMENT OF FINANCIAL POSITION
June 30, 2019, With Comparative Totals for June 30, 2018
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Total	2018
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 6,807	\$ -	\$ 6,807	\$ 47,380
Accounts receivable	92,593	16,406	108,999	76,558
Grants receivable	-	20,000	20,000	-
Prepaid expenses	4,397	-	4,397	4,078
TOTAL CURRENT ASSETS	103,797	36,406	140,203	128,016
FIXED ASSETS				
Land	19,010	-	19,010	19,010
Building and improvements	241,037	-	241,037	241,037
Furnishings and equipment	182,782	-	182,782	146,687
Total Fixed Assets	442,829	-	442,829	406,734
Less accumulated depreciation	(328,864)	-	(328,864)	(316,003)
	113,965	-	113,965	90,731
OTHER ASSETS				
Loan origination fee, net of amortization	500	-	500	627
TOTAL ASSETS	\$ 218,262	\$ 36,406	\$ 254,668	\$ 219,374
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 11,621	\$ -	\$ 11,621	\$ 3,074
Accrued expenses	37,964	-	37,964	27,015
Line of credit	35,128	-	35,128	60,000
Current portion of long term debt	9,996	-	9,996	9,439
TOTAL CURRENT LIABILITIES	94,709	-	94,709	99,528
LONG-TERM LIABILITIES				
Long term debt	35,354	-	35,354	45,589
TOTAL LIABILITIES	130,063	-	130,063	145,117
NET ASSETS				
Net assets without donor restriction	88,199	-	88,199	74,257
Net assets with donor restriction	-	36,406	36,406	-
TOTAL NET ASSETS	88,199	36,406	124,605	74,257
TOTAL LIABILITIES AND NET ASSETS	\$ 218,262	\$ 36,406	\$ 254,668	\$ 219,374

HEADREST, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2019
With Comparative Totals for the Year Ended June 30, 2018
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Total	2018
SUPPORT AND REVENUE				
State contracts	\$ 473,113	\$ 11,700	\$ 484,813	\$ 255,479
Local government grants	98,074	-	98,074	103,017
Contributions	168,023	-	168,023	113,526
Service fees	295,582	-	295,582	285,425
Other grants	146,763	102,200	248,963	136,667
Interest	46	-	46	45
TOTAL SUPPORT AND REVENUE	1,181,601	113,900	1,295,501	894,159
Net assets released from donor imposed restrictions	77,494	(77,494)	-	-
EXPENSES				
Program services	1,060,046	-	1,060,046	760,407
Management and general	157,637	-	157,637	156,284
Fundraising	27,470	-	27,470	20,549
	1,245,153	-	1,245,153	937,240
Increase (decrease) in net assets	13,942	36,406	50,348	(43,081)
Net Assets, Beginning of year	74,257	-	74,257	117,338
Net assets, End of year	\$ 88,199	\$ 36,406	\$ 124,605	\$ 74,257

HEADREST, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2019 and 2018
See Independent Auditors' Report

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 50,348	\$ (43,081)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	13,758	8,567
(Increase) in Operating Assets		
Accounts receivable	(32,441)	(30,934)
Grants receivable	(20,000)	-
Prepaid expenses	(319)	1,378
(Decrease) increase In Operating Liabilities		
Accounts payable	8,547	(3,409)
Accrued expenses	10,949	(6,141)
Line of credit	(24,872)	60,000
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>5,970</u>	<u>(13,620)</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of vehicle and equipment	<u>(36,865)</u>	<u>(11,570)</u>
CASH FLOW FROM FINANCING ACTIVITIES		
Repayments of long term notes payable	<u>(9,678)</u>	<u>(8,310)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(40,573)	(33,500)
Cash and cash equivalents, beginning of year	<u>47,380</u>	<u>80,880</u>
Cash and cash equivalents, end of year	<u>\$ 6,807</u>	<u>\$ 47,380</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW		
Cash paid for interest	<u>\$ 3,809</u>	<u>\$ 4,483</u>

HEADREST, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2019
With Comparative Totals for the Year Ended June 30, 2018
See Independent Auditors' Report

	Program Services			Management & General	Fundraising	2019	2018
	Outpatient	CMRD	Total			Total	Total
Payroll	\$ 549,518	\$ 183,173	\$ 732,691	\$ 63,712	\$ 20,421	\$ 816,824	\$588,001
Payroll taxes	42,065	14,022	56,087	4,877	1,563	62,527	45,697
Fringe benefits	59,983	19,994	79,977	6,954	2,229	89,160	80,934
Professional fees	-	-	-	15,665	-	15,665	13,293
Telephone and internet	1,373	561	1,934	1,295	-	3,229	10,538
Printing	-	-	-	2,229	1,338	3,567	5,071
Depreciation	8,107	3,312	11,419	2,339	-	13,758	8,567
Rent	21,922	8,954	30,876	6,324	-	37,200	15,000
Utilities	13,021	5,318	18,339	3,756	-	22,095	15,420
Billing Services	42,154	-	42,154	-	-	42,154	28,258
Repairs and maintenance	11,307	4,619	15,926	3,262	-	19,188	22,667
Supplies	4,970	2,030	7,000	4,904	-	11,904	12,733
Vehicle expense	5,057	2,065	7,122	4,573	-	11,695	14,826
Interest	2,247	918	3,165	644	-	3,809	4,483
Insurance	21,189	8,655	29,844	2,595	832	33,271	27,032
Bookkeeping	-	-	-	17,400	-	17,400	18,875
Food	-	16,860	16,860	-	-	16,860	12,519
Professional development	1,698	694	2,392	4,215	-	6,607	3,029
Membership dues and fees	-	-	-	8,433	-	8,433	5,263
Laundry	-	2,262	2,262	-	-	2,262	1,984
Miscellaneous	1,419	579	1,998	169	1,087	3,254	-
Website & Marketing	-	-	-	4,291	-	4,291	3,050
TOTAL EXPENSES	\$ 786,030	\$ 274,016	\$ 1,060,046	\$ 157,637	\$ 27,470	\$ 1,245,153	\$937,240

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Headrest, Inc. (“Headrest”) is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol. The organization’s primary source of income is from state contracts, service fees and grants.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization’s financial statements. The financial statements and notes are representations of the Organization’s management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Organization maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization’s financial statements for the year ended June 30, 2018, from which the summarized information was derived.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of \$500 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation Expense was \$13,758 and \$8,567 for the years ended June 30, 2019 and 2018, respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2019 and 2018 the Organization had no cash equivalents.

Income taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Grants Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets without donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and accounts receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to accounts receivable as of June 30, 2019 and 2018 because all amounts were deemed collectable.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Public Support and Revenue

All contributions are considered to be without donor restriction use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, and fringe benefits which are allocated on the basis of estimates of time and effort; rent, depreciation, utilities, and maintenance and repairs which are allocated on the basis of space utilized for the related activities.

Compensated Absences

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2019 and 2018 were \$19,546 and \$13,077 respectively. No more than 240, 180, and 120 hours for full time, ¾ time, and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2019 and 2018.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2019 and 2018, the Organization had no uninsured balance.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2019 and 2018, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

During the year ended June 30, 2019, the Organization adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

The accompanying information from the 2018 financial statements has been restated to conform to the 2019 presentation and disclosure requirements of ASU 2016-14.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through December 5, 2019, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. There were no events matching this criterion during this period.

NOTE 2 ECONOMIC DEPENDENCY

A substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2019 and 2018 revenue from the contract was approximately 40% and 23%, respectively of total revenue.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 3 LINE OF CREDIT

The Organization has a \$100,000 line of credit with a local bank through January, 2020, collateralized by all assets, with interest at Wall Street Journal prime. Interest was 5% as of June 30, 2019. The outstanding balance was \$35,128 and \$60,000 as of June 30, 2019 and 2018, respectively.

NOTE 4 NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	<u>June</u> <u>2019</u>	<u>June</u> <u>2018</u>
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$1,030, secured by all assets of the organization.	\$ 45,350	\$ 55,028
Less current maturities	<u>9,996</u>	<u>9,439</u>
Long term debt, less current maturity	<u>\$ 35,354</u>	<u>\$ 45,589</u>

Scheduled principal repayments on long term debt for the next five years and thereafter follows:

Year Ending <u>June 30</u>	
2020	\$ 9,996
2021	10,586
2022	11,211
2023	11,873
2024	<u>1,684</u>
Total	<u>\$ 45,350</u>

NOTE 5 OPERATING LEASES

The Organization entered a five-year and three-month lease beginning February 2018 and expiring April 2023 for office space. Rent expense related to this lease was \$37,200 and \$15,000 for the years ended June 30, 2019 and 2018, respectively. Future minimum rent related to this lease as of June 30 is:

2020:	\$ 43,489
2021:	45,234
2022:	47,040
2023:	<u>40,500</u>
	<u>\$176,263</u>

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 6 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Significant other Observable Inputs (Level 2)
<u>2019</u>		
Accounts receivable	\$ 108,999	\$ 108,999
Grants receivable	<u>20,000</u>	<u>20,000</u>
Total	<u>\$ 128,999</u>	<u>\$ 128,999</u>
<u>2018</u>		
Accounts receivable	<u>\$ 76,558</u>	<u>\$ 76,558</u>

The fair market value of accounts and grants receivable are estimated at the present value of expected future cash flows.

NOTE 7 BOARD DESIGNATED NET ASSETS

The Organization had board designated net assets in a reserve bank account of \$2,632 and \$35,460 as of June 30, 2019 and 2018, respectively.

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets subject to expenditure for specific purpose as of June 30:

	<u>2019</u>	<u>2018</u>
Staff Referral Bonuses	\$ 2,750	\$ -
Retention Bonuses	4,806	-
HR Recruitment Strategy	4,000	-
Supervision Capacity Support	4,850	-
Couch Family Foundation Grant	<u>20,000</u>	<u>-</u>
Total Net Assets with Donor Restrictions	<u>\$ 36,406</u>	<u>\$ -</u>

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2019 and 2018

NOTE 9 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary sources of support are contributions, state contracts and grants. Most of that support is held for the purpose of supporting the Organization's budget. The Organization has the following financial assets that could readily be made available within one year to fund expenses without limitations:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 6,807	\$ 47,380
Accounts receivable	108,999	76,558
Grants receivable	<u>20,000</u>	<u>-</u>
	135,806	123,938
Less amounts required to be held for donor restriction	<u>36,406</u>	<u>-</u>
	<u>\$ 99,400</u>	<u>\$ -</u>

Draft of Board member contact information (CONFIDENTIAL) (July 1, 2020)

Laura Cousineau
Nominating cte. Chair
Development cte.
Governance cte.

Angie Leduc
Vice-chair*
Governance cte.
Nominating cte.

Allison Underwood
Tuck Intern
Development cte.

Andy Daubenspeck
Board Secretary*
Governance cte. chair
Personnel cte.

Jay Leiter
Development cte.

Cameron Ford, Exec. Director
Executive Director

Perry Eaton
Board Treasurer*
Finance cte chair
IT cte. chair

David McGaw
Nominating cte.

Matt McKenney
Board Chair*
Ex officio on all ctes.

Karl Ebbighausen
Nominating cte.

Kathie Nolet
Personnel cte.

John Ferney
Executive cte. Member-at-
large
Personnel cte. Chair
Finance cte.
Governance cte

Carol Olwert
Development cte. chair
Finance cte.

John Vansant
Facilities cte. Chair

Laurie Harding
Past president*
Nominating cte.
Development cte.

Joan Vogel
Personnel cte.

Brandon Koone
Facilities cte.
M&A ad-hoc cte.

*Executive cte.

Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present

Executive Director, Headrest Inc.

Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24-hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

Provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-

Founder, CEO Iron Heart Gateways to Success

Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*

February 2014 to June 2015-

Executive Director, Granite Pathways

Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*

- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*
- *Increased membership at the clubhouse by 40%*
- *Increased number of employed members by 60%*
- *Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)*

February 2004 to March 2013-

Executive Director, MY TURN Inc.

The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-

Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*

- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC*
- *Responsible for the management of five offices in N.H. and the supervision of as many as 18, staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-

Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
 - *CESP, Nationally Certified Supported Employment Support Professional*
 - *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester, Mass.*
-

References- *Available upon request*

Lara Kristen Quillia

Education

Hartford High School (HHS), Hartford, Vermont

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and

Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH)

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI)

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals.

Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH

8/2016 – Present

Residential Program Coordinator – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in inter-personal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table – Hanover, NH

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

CHERYL A. WILKIE, PSY.D., MLADC

EMPLOYMENT HISTORY

Headrest

Interim Clinical Director

October 15, 2020 to present

Oversee the clinical operations of the organization including Residential, Outpatient, Intensive Outpatient including the Vocational Program.

Easter Seals of NH-Farnum Center

Chief Operating Officer

2008-2020

Clinically supervised all staff working towards their LADC. Oversaw the day to day clinical operations of Cognitive Behavioral Therapy and Health Realization for all buildings. Orchestrated the development of Mission Statement and values as well as detailed action plans. Oversaw all contracts and ensured contractual obligations were being met by all contracting parties. Worked collaboratively with all insurance companies for the best outcome of the clients and the insurance companies. Redefined the organizational structure and culture. Built in programming for staff which resulted in higher production and happier employees. Ran successful day to day operations of a 120-bed facility. Fiscal responsibility for a 15-20-million-dollar budget. Merged two companies and opened five new buildings/programs during my tenure. CARF Accredited all the Farnum Center Programs. Worked across the aisle to create legislation for alcohol and drug treatment facilities at NH State House.

Southern New Hampshire Services

Pre-Placement Program, Manchester NH

2003- 2008

Director to community based alternative sentencing program for adult offenders in the criminal justice system. Supervise all staff. Administration of all Community Corrections Programs. Provide individual and group counseling to clients waiting to get into an intensive outpatient program or residential program. Provide ongoing treatment for appropriate clients. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, NH

1998-2003

Clinical Director and Licensed Drug and Alcohol Counselor (LADC) providing chemical dependency evaluations to clients involved in the criminal justice system and Pre-Trial Services, Diversion and FAST programs. Make recommendations to the Superior and District Courts regarding offender's treatment and sentencing. Provide training to all staff involving drug and alcohol issues and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester NH

1998-2003

Director to community based alternative sentencing program for adult offenders Provide substance abuse evaluations to the court system. Supervision of all staff. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Odyssey Family Center, Canterbury, NH

1994-1998

Supervisor at a long-term drug and alcohol treatment program. Supervised direct care staff. Provided drug and alcohol treatment services, individual and group counseling. Provided intake evaluations and therapeutic services in addition to case load management. Coordinated outreach screening and continuing care services for clients and their children. Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole

1991-1992

Set up and facilitated counseling support groups for women being paroled into society. Dealt with drug and alcohol issues, parenting issues, financial considerations, domestic violence and sexual abuse. Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice systems.

N.H. State Prison for Women, Goffstown, N.H.

1987-1993

Drug and alcohol counselor, providing individual counseling and group therapy. Performed crisis intervention within the prison system. Provided transitional support for inmates.

EDUCATION

PsyD. In Forensic Psychology, Eisner Institute June 2009
Masters Degree in Psychology, Springfield College, 1998
Masters Degree in Human Service Administration, Springfield College, 1998
Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSES & CERTIFICATES

Masters Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/22

AWARDS

NH Business Review Granite States 200 Most influential Leaders 2020
NH Business Award for Excellence in Healthcare-2019
Elliot Priest Award- outstanding work in the treatment community- 2018
Tox Fox Award from New Futures-2016
NH Magazine- Leader in Entrepreneurship-2015

Chelsea Simpson

SUMMARY

Highly organized individual with a Bachelor's Degree in Accounting & Finance and over 4 years professional experience. Cosmetologist and previous restaurant manager with excellent customer service and communication skills. Highly proficient in QuickBooks Desktop, Certified QuickBooks Online ProAdvisor, and highly proficient in Microsoft Word, Excel and PowerPoint.

OBJECTIVES

To advance my professional career to the next level. I aspire to be not only a great worker, but also a great leader.

EDUCATION

Southern New Hampshire University

Manchester, New Hampshire

Bachelor of Science, Accounting & Finance

Graduated May of 2020

Magna Cum Laude

New England School of Hair Design

West Lebanon, New Hampshire

Cosmetology

Graduated April 2014

EMPLOYMENT HISTORY

Headrest, Inc

14 Church Street
Lebanon, NH 03766

Assistant Director

July 2019-Present

Solely responsible for managing and completing all duties around accounting, payroll, and human resources. Complete internal audits to ensure insurance is being billed properly. Assist with grant reporting, completing yearly audit, and striving to ensure the organization is maintaining a positive financial position.

OneSource Financial Group

P.O Box 1478

White River Junction, VT 05001

Accounting & Payroll Specialist

October 2016-June 2019

The primary bookkeeper and sole payroll processor. Also completed IRS tax returns for both individuals and businesses, as well as "front desk" administrative duties.

Lake Sunapee Bank

106 Hanover Street

Lebanon, NH 03766

Teller II/Customer Service Representative

Promoted to CSR after only 9 months of employment. Responsible for basic teller duties along with account opening, fraud reports, and ordering money.

Subway

1 Glen Road

West Lebanon, New Hampshire 03784

Manager

October 2010-October 2014

Responsibilities included weekly inventorying, scheduling, banking, food ordering, employing, terminating, and handling customer complaints.

QUALIFICATION & CERTIFICATION

National Society of Collegiate Scholars

September 2016

Inducted into the society for maintaining an excellent GPA throughout the completion of my Bachelor's Degree

Nuts and Bolts

April 2014

An award given to those who successfully complete the Nuts and Bolts Program, which focuses on working with the public and how to succeed in the work field.

Business Award

June 2012

Mascoma Valley Regional High School

For successfully completing four years of business and accounting courses in high school with outstanding grades.

ALBERT CARBONNEAU

EXPERIENCE

FEBRUARY 2020 – PRESENT

HEADREST

HOTLINE MANAGER

PARTICIPATE IN INTERVIEWING AND HIRING APPROPRIATE HOTLINE COUNSELORS, TRAIN NEW HOTLINE STAFF, PROVIDE STAFF EVALUATIONS, MANAGE SCHEDULE, REVIEW CALL LOGS AND PROVIDE FEEDBACK, MANAGE ICARROL DATABASE, PROVIDE REPORTS AS NECESSARY, FACILITATE MONTHLY STAFF MEETINGS, PARTICIPATE IN MANAGEMENT MEETINGS, PROVIDE ON-CALL SUPPORT, WORK WITHIN ASSIGNED HOTLINE BUDGET, OUTREACH INTO THE HOTLINE CATCHMENT AREA

JUNE 2010 – PRESENT

UPPER VALLEY HAVEN

SHELTER STAFF, SHELTER TEAM LEADER, PROGRAM ASSOCIATE/ RECOVERY SUPPORT

Tasks included working on meeting shelter guest's day to day needs. Doing house laundry, making meals when necessary. Keeping notes, entering data, sorting mail, providing transportation when necessary. Attending shelter staff meetings.

Oversee Family and Adult Shelters. Assist Shelter staff with their jobs. Maintain shelter staff schedule. Fill in shifts when necessary. Facilitate shelter staff meetings. Submitting supply orders. Oversaw operation of Seasonal Shelter. Transport and advocate for guests, help in food shelf, deliver food to outside programs. Support guests struggling with recovery.

JUNE 2002 - MARCH 2014, MAY 2016 – PRESENT

HEADREST

RESIDENTIAL MANAGER, RECOVERY ASSISTANT, HOTLINE COUNSELOR

Oversee Residential program. Facilitate groups, transport clients, observe medications. One on One counseling. Oversee staff. Maintain schedule. Minor maintenance repairs. Write daily notes for individual as well as group. Enter data into multiple databases. Answer calls on the National Suicide Prevention Hotline, make appropriate referrals, Notify and work with 911 for emergency interventions as needed.

EDUCATION

⋮ **JUNE 1981**



JONOTHAN LAW HIGH SCHOOL

SKILLS

- Great working with people. Have a calm demeanor. Knowledgeable about homelessness.
- Reliable, dependable, hardworking, punctual, organized.

ACTIVITIES

Trainings include: Motivational Interviewing, CBT, DBT, Recovery Coach, Ethics, Trauma informed practices, Bridges out of Poverty, 12 Core Functions, MAT, De-escalation techniques, Relapse prevention. Trained on HMIS Service Point, NH WITS programs, ICarroll

CONTRACTOR NAME

Headrest, Inc
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cameron Ford	Executive Director	\$80,000	15%	\$12,000
Cheryl Wilkie	Clinical Director	\$74,800	25%	\$18,700
Chelsea Simpson	Assistant Director	\$55,000	15%	\$8,250
Lara Quillia	Residential Coordinator	\$54,160	30%	\$16,248
Al Carbonneau	Hotline Coordinator	\$43,260	15%	\$6,489
				\$61,687

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-02)

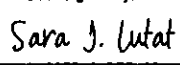

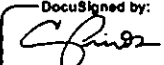
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 228 Shaker Rd, North Sutton, NH 03260	
1.5 Contractor Phone Number (603) 872-3004	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$130,640
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/12/2020		1.12 Name and Title of Contractor Signatory Sara J. Lutat Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 11/12/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/13/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS
SJL
 Date 11/12/2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials SM
Date 11/12/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020..
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
 - 1.4.4.1. The provision of information;
 - 1.4.4.2. Risk assessment;
 - 1.4.4.3. Intervention and risk reduction education, and
 - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
 - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
 - 1.5.3.1. Methadone.
 - 1.5.3.2. Buprenorphine products, including:
 - 1.5.3.2.1. Single-entity buprenorphine products;
 - 1.5.3.2.2. Buprenorphine/naloxone tablets;
 - 1.5.3.2.3. Buprenorphine/naloxone films; and
 - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 1.5.3.3. Long-acting injectable buprenorphine products.
 - 1.5.3.4. Buprenorphine implants.
 - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.

1.6. Transition Plan

- 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
- 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.

1.7. Resiliency and Recovery Oriented Systems of Care

- 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other

RPHN
SJS

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor

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shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

- 1.8.2. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.9. Enrolling Individuals for Services

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

- 1.9.2. The Contractor shall 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. The Contractor shall:

- 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
- 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
- 1.9.2.3. Provide the client, 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 charges; and
- 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record

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- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 1.9.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
 - 1.9.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.6.2. During treatment only when determined by a Licensed Counselor.
- 1.9.7. The Contractor shall either complete clinical evaluations in Paragraph 1.9.6, above before admission or Level of Care Assessments in Paragraph 1.9.3, above before admission along with a clinical evaluation in Paragraph 1.9.6, above after admission.
- 1.9.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.9.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.9.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.8.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.8.2.2. A service with the next available higher intensity ASAM Level of Care;

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- 1.9.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.9.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
- 1.9.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 1.9.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.9.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.9.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.9.9.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.9.9.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.9.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

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- 1.9.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.9.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.9.5. Individuals with Opioid Use Disorders.
- 1.9.9.6. Veterans with substance use disorders.
- 1.9.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.9.8. Individuals who require priority admission at the request of the Department.
- 1.9.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.12.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.12.2. Probation and parole programs.
 - 1.9.12.3. Doorways.
- 1.9.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.15. The Contractor shall not deny services to an adolescent due to:

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- 1.9.15.1. The parent's inability and/or unwillingness to pay the fee; or
- 1.9.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.16. The Contractor shall provide services to eligible individuals who:
 - 1.9.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.9.16.2. Have co-occurring mental health disorders; and/or
 - 1.9.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.9.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.9.18.1. Kitchens.
 - 1.9.18.2. Group rooms.
 - 1.9.18.3. Recreation rooms and/or areas.
- 1.10. Denial of Services
 - 1.10.1. The Contractor shall ensure individuals who are denied services:
 - 1.10.1.1. Are informed of the reason for denial; and
 - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
 - 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;
 - 1.10.2.2. Relapsed from an earlier treatment;
 - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
 - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

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1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.12. Assistance with Enrolling in Insurance Programs

1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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

1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.13. Service Delivery Activities and Requirements

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

1.13.1.1. All policies and procedures are reviewed and revised, as necessary.

1.13.1.2. All staff providing services receive training on policies and procedures currently in place.

1.13.1.3. Maintenance of specific policies that include, but are not limited to:

1.13.1.3.1. Client rights, grievance and appeals policies and procedures.

1.13.1.3.2. Progressive discipline, leading to administrative discharge.

1.13.1.3.3. Reporting and appealing staff grievances.

1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.13.1.3.5. Policies on client and employee smoking.

1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

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- 1.13.1.3.7. Policies and procedures for holding a client's possessions.
 - 1.13.1.3.8. Secure storage of staff medications.
 - 1.13.1.3.9. A client medication policy.
 - 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
 - 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
 - 1.13.1.3.12. 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).
 - 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
 - 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:

- 1.13.2.1. During initial contact.

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- 1.13.2.2. During screening.
- 1.13.2.3. At intake.
- 1.13.2.4. During admission.
- 1.13.2.5. During on-going treatment services.
- 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
 - 1.13.3.1. During initial contact.
 - 1.13.3.2. During screening.
 - 1.13.3.3. At intake.
 - 1.13.3.4. During admission.
 - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
 - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

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- 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
 - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.13.5.3.3. The counselor's assessment of whether the individual 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; and
 - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

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- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
- 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
 - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
 - 1.13.6.2.4. Peer recovery support provider, as appropriate.
 - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
 - 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
 - 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.13.6.5.2. Probation and/or parole programs, as applicable
 - 1.13.6.5.3. The Doorways, as applicable.
 - 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

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- 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
- 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
 - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
 - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.
- 1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:
 - 1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care.

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Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

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1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified, tobacco cessation counselors available through the QuitLine.

1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

1.15. Medication Services

1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.

1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:

1.15.2.1. The client's name;

1.15.2.2. The medication name and strength;

1.15.2.3. The prescribed dose;

1.15.2.4. The route of administration;

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- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure 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, are stored as follows:
 - 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
 - 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.15.6.3. OTC medication containers are 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.

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- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
 - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record; and
 - 1.15.9.2. The client is provided with remaining medication to take with him or her

1.16. Tobacco Free Environment

- 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
 - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
 - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
 - 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
 - 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

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- 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
 - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
 - 1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.16.3. The Contractor shall ensure the tobacco free environment policy is:
 - 1.16.3.1. Posted in the Contractor's facilities.
 - 1.16.3.2. Posted in all Contractor vehicles.
 - 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.17. Staffing

- 1.17.1. 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.
- 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
 - 1.17.2.1. Job title;
 - 1.17.2.2. Physical requirements of the position;
 - 1.17.2.3. Education and experience requirements of the position;
 - 1.17.2.4. Duties of the position;
 - 1.17.2.5. Positions supervised; and

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- 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
 - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
 - 1.17.3.2. 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.
 - 1.17.3.3. 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:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 1.17.4.2. Do not exceed the criminal background standards established above;
 - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
 - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
 - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 1.17.4.4.3. Confidentiality requirements;

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- 1.17.4.4.4. Grievance procedures for both clients and staff;
- 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
- 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.17.4.4.7. The Contractor's infection prevention program;
- 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
 - 1.17.5.1.1. The name of the examinee.
 - 1.17.5.1.2. The date of the examination.
 - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
 - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
 - 1.17.5.1.5. The dated signature of the licensed health practitioner.

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- 1.17.5.2. Are 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
- 1.17.5.3. 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 individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.
 - 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
 - 1.17.7.4. A signed and dated record of orientation.
 - 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
 - 1.17.7.6. Records of screening for communicable diseases results required above.

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- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. 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.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.17.7.11.2. 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
 - 1.17.7.11.3. 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
 - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
 - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 1.17.8.1.3. Licensed mental health provider.

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- 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
 - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.
 - 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
 - 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
 - 1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
 - 1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
 - 1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches,^{DS} co-

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therapy, and periodic assessment of progress;
and

- 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
 - 1.17.14.1. Review of case records;
 - 1.17.14.2. Observation of interactions with clients;
 - 1.17.14.3. Skill development; and
 - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
 - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security

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and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
 - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. 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 and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. 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.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
 - 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

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- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
 - 1.17.25.1. The contract requirements.
 - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.19. Inspections

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
 - 1.19.1.1. A reception area separate from living and treatment areas;
 - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;

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- 1.19.1.3. Secure storage of active and closed confidential client records; and
 - 1.19.1.4. Separate and secure storage of toxic substances.
 - 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 1.19.2.1. The facility premises;
 - 1.19.2.2. All programs and services provided under the contract; and
 - 1.19.2.3. Any records required by the contract.
 - 1.19.3. The Department may issue a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
 - 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.
- 1.20. Web Information Technology System (WITS)**
- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
 - 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
 - 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
 - 1.20.3.1. Is not entered into the WITS system; and
 - 1.20.3.2. Does not receive services described this contract.
 - 1.20.3.3. Is assisted with finding alternative payers for the required services.
 - 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.21. Quality Improvement**
- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.21.1.1. Participating in electronic and in-person individual record reviews.

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- 1.21.1.2. Participating in site visits.
- 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
 - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and
 - 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
 - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
 - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.22. Client Discharge and Transfer
 - 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;
 - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
 - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
 - 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

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- 1.22.2.1. The dates of admission and discharge or transfer.
- 1.22.2.2. The client's psychosocial substance abuse history and legal history.
- 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
- 1.22.2.4. The reason for discharge or transfer.
- 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
- 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.22.2.7. A continuing care plan, including all ASAM domains.
- 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;
 - 1.22.4.2. 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
 - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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- 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
- 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
- 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. 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
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
 - 1.23.1.1.3. Notification of rights are documented in the client record.
 - 1.23.1.1.4. Posting the notices continuously and conspicuously;
 - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.24. Administrative Remedies

1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:

1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);

1.24.1.2. Imposing a directed POC upon a Contractor;

1.24.1.3. Suspension of a contract; or

1.24.1.4. Revocation of a contract.

1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

1.24.2.1. Identifies each deficiency;

1.24.2.2. Identifies the specific remedy(s) that has been proposed; and

1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.24.3. A POC shall be developed and enforced in the following manner:

1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

1.24.3.1.1. How the Contractor intends to correct each deficiency;

1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and

1.24.3.1.3. 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;

1.24.3.2. The Department shall review and accept each POC that:

1.24.3.2.1. Achieves compliance with contract requirements;

1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

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- 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 1.24.7.1. 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;
 - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information, in compliance with the Standards for Privacy of Individually Identifiable Health

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Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.

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- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
 - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
 - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event; and
 - 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
 - 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

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4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;

4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;

4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

4.1.1.4. Clinically appropriate services: % of individuals receiving ASAM level of care within 30 days;

4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and

4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.

4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.

4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

SS-2021-BDAS-04-SUBST-02

Contractor Initials

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11/12/2020

Date

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license

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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.

6. Records

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

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final

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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.

7. Maintenance of Fiscal Integrity

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

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- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
 - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;

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- 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
- 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
- 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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Payment Terms

1. Sources of Funding
 - 1.1. This Agreement is funded by:
 - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # T1083041;
 - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #T1081685 #T1083326;
 - 1.1.3. 10.829%, general funds; and
 - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
 - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Non Reimbursement for Services
 - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.

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- 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

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- 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
- 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services
 - 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
 - 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
 - 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 9, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
 - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 9 Sliding Fee Scale, in accordance with the client's applicable income level.
 - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
 - 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
 - 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$59,390**.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

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6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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

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

7.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and

7.1.2. The charges to the Department.

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

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

7.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

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

8. Charging for Clinical Services under Transitional Living

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

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8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.4.2 and 5.4.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

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

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

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

10. Submitting Charges for Payment

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

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

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

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

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- 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 10.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 10.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 10.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 10.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 10.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 10.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 10.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 10.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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- 10.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 10.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 11. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
 - 11.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 11.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 11.2.1. Make cash payments to intended recipients of substance abuse services.
 - 11.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 11.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 11.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 11.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
 - 11.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds

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provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

12. Audits

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

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

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

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

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

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

12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

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Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

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



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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS
Date 11/12/2020



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

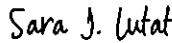
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

11/12/2020

Date

DocuSigned by:

 Name: Sara J. Lutat
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

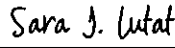
The undersigned certifies, to the best of his or her knowledge and belief, that:


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

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

Vendor Name:

11/12/2020
Date

DocuSigned by:

 Name: Sara J. Lutat
 Title: Executive Director

Vendor Initials 
 Date 11/12/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



**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:

11/12/2020

Date

DocuSigned by:

Sara J. Lutat

Name: Sara J. Lutat

Title: Executive Director

Contractor Initials

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Date 11/12/2020



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/12/2020

Date

DocuSigned by:
Sara J. Lutat
Name: Sara J. Lutat
Title: Executive Director

Exhibit G

Contractor Initials ^{DS}
SJL

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/12/2020

Date

DocuSigned by:
Sara J. Lutat
Name: Sara J. Lutat
Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 11/12/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials SSC

Date 11/12/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Contractor Initials SJL



New Hampshire Department of Health and Human Services

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. SJK

3/2014

Contractor Initials

Date 11/12/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Dismas Home of New Hampshire, Inc.

The State by:

Name of the Contractor

Katja Fox

Sara J. Lutat

Signature of Authorized Representative

Signature of Authorized Representative

katja Fox

Sara J. Lutat

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

11/12/2020

11/12/2020

Date

Date

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Contractor Initials

11/12/2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

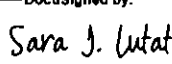
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name:

11/12/2020

Date

DocuSigned by:

 Name: Sara J. Lutat
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 098110045

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: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 719017

Certificate Number: 0005037703



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of November A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

1. Paul Young, Board of Directors Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Dismal Home of NH, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 2, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sara J. Lutac, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Dismal Home of NH, Inc. to enter into contracts or agreements with the State
(Name of Corporation/LLC)

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

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

Dated: 11.3.2020

[Signature]
Signature of Elected Officer
Name:
Title:



MISSION OF DISMAS HOME OF NEW HAMPSHIRE

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

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

A. For the 2019 calendar year, or tax year beginning and ending

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

C Name of organization
DISMAS HOME OF NEW HAMPSHIRE
Doing business as
Number and street (or P.O. box if mail is not delivered to street address) Room/suite
102 FOURTH STREET
City or town, state or province, country, and ZIP or foreign postal code
MANCHESTER, NH 03102
F Name and address of principal officer: PAUL YOUNG
ONE PUMPKIN CIRCLE, EXETER, NH 03833

D Employer identification number
47-2722572

E Telephone number
603-782-3004

G Gross receipts \$ 320,633.

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

H(c) Group exemption number

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

J Website: WWW.DISMASHOMENH.ORG

K Form of organization: Corporation Trust Association Other

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

Part I Summary

1 Briefly describe the organization's mission or most significant activities: HELPING THE FORMERLY INCARCERATED WITH A SECOND CHANCE FOR A NEW BEGINNING. THE			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
3 Number of voting members of the governing body (Part VI, line 1a)		3	10
4 Number of independent voting members of the governing body (Part VI, line 1b)		4	10
5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)		5	11
6 Total number of volunteers (estimate if necessary)		6	26
7a Total unrelated business revenue from Part VIII, column (C), line 12		7a	0.
7b Net unrelated business taxable income from Form 990-T, line 39		7b	0.
		Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)		239,355.	239,228.
9 Program service revenue (Part VIII, line 2g)		47,097.	81,376.
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		25.	29.
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		1,369.	0.
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)		287,846.	320,633.
		Prior Year	Current Year
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0.	0.
14 Benefits paid to or for members (Part IX, column (A), line 4)		0.	0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		190,919.	218,521.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0.	0.
b Total fundraising expenses (Part IX, column (D), line 25)	2,195.		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		68,249.	86,361.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		259,168.	304,882.
19 Revenue less expenses. Subtract line 18 from line 12		28,678.	15,751.
		Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)		190,406.	198,974.
21 Total liabilities (Part X, line 26)		12,083.	6,642.
22 Net assets or fund balances. Subtract line 21 from line 20		178,323.	192,332.

Part II Signature Block

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

Sign Here
 Signature of officer: **JOHN WALLACE, TREASURER & DIRECTOR**
 Date: _____

Paid Preparer Use Only
 Print/Type preparer's name: **JOHN D. CALLAHAN, JR., CPA**
 Preparer's signature: *[Signature]* **CPA**
 Date: **05/15/20**
 Check self-employed not self-employed
 PTIN: **P00447720**
 Firm's name: **LEONE, MCDONNELL & ROBERTS, P.A.**
 Firm's EIN: **02-0417217**
 Firm's address: **61 SOUTH MAIN STREET, PO BOX 1140 WOLFEBORO, NH 03894**
 Phone no. (603) **569-1953**

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission: THE DISMAS HOME OF NEW HAMPSHIRE PROVIDES A SAFE, NURTURING ENVIRONMENT TO FORMERLY INCARCERATED WOMEN. THESE WOMEN OFTEN HAVE NO PLACE TO GO BUT THE STREETS, A CHEAP BOARDING HOUSE OR A LOCATION AND SITUATION THAT CONTRIBUTED TO THE PROBLEMS LEADING TO THEIR

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

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

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

4a (Code:) (Expenses \$ 287,856. including grants of \$) (Revenue \$ 81,405.) IN 2016 THE ORGANIZATION OPENED ITS FIRST HOME LOCATED IN MANCHESTER, NH. THE HOME HOUSES FORMERLY INCARCERATED FEMALES AND ASSISTS WITH THEIR REINTERGRATION INTO THE COMMUNITY.

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

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

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 287,856.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 8 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question number, Description, and Yes/No columns. Rows 22-38 cover various IRS requirements like grants, compensation, tax-exempt bonds, and controlled entities.

Note: All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

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

Table with 3 columns: Question number, Description, and Yes/No columns. Rows 1a-1c cover Form 1096 reporting, W-2G forms, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a	11	
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		X
16	Is the organization an educational institution subject to the section 4988 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		X

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

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

X

Section A. Governing Body and Management

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

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

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990.; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision? a The organization's CEO, Executive Director, or top management official; b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NH
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[] Own website [] Another's website [X] Upon request [] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
CHAMPION ACCOUNTING SOLUTIONS PLLC - 603-763-1722
14 PLEASANT PLACE, SUNAPEE, NH 03782

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

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

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

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

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

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

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Individual trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SARA JANE LUTAT, MSW EXECUTIVE DIRECTOR	40.00	X		X				70,000.	0.	0.
(2) PAUL A. YOUNG PRESIDENT AND DIRECTOR	0.00	X		X				0.	0.	0.
(3) ANNIKA AUGUSTA MARIE STANLEY-SM VICE PRESIDENT AND DIRECTOR	0.00	X		X				0.	0.	0.
(4) JOHN D. WALLACE TREASURER AND DIRECTOR	0.00	X		X				0.	0.	0.
(5) JODI KELLEY HOYT SECRETARY AND DIRECTOR	0.00	X		X				0.	0.	0.
(6) ANTHONY J. CORIATY DIRECTOR	0.00	X						0.	0.	0.
(7) KENNETH P. BROWN DIRECTOR	0.00	X						0.	0.	0.
(8) JULIE ANN MCCARTHY DIRECTOR	0.00	X						0.	0.	0.
(9) CHRISTOPHER YOUNG DIRECTOR	0.00	X						0.	0.	0.
(10) MARTHA J. DICKEY DIRECTOR	0.00	X						0.	0.	0.
(11) ROBERT POOSE DIRECTOR	0.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Included trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			

1b Subtotal	70,000.	0.	0.
c Total from continuation sheets to Part VII, Section A	0.	0.	0.
d Total (add lines 1b and 1c)	70,000.	0.	0.

- 2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**
- | | | |
|---|-----|----|
| | Yes | No |
| 3 | | X |
| 4 | | X |
| 5 | | X |
- 3** Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual.*
 - 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? *If "Yes," complete Schedule J for such individual.*
 - 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person.*

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

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

		(A)	(B)	(C)	(D)	
		Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	80,260.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	158,968.			
	g Noncash contributions included in lines 1a-1f	1g \$				
	h Total. Add lines 1a-1f		239,228.			
	Program Service Revenue	2 a MEDICAID	Business Code	624100	71,520.	71,520.
b RESIDENT FEES			721310	9,856.	9,856.	
c						
d						
e						
f All other program service revenue						
g Total. Add lines 2a-2f			81,376.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		29.	29.		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	6a	(i) Real (ii) Personal			
		b Less: rental expenses	6b			
		c Rental income or (loss)	6c			
	d Not rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities (ii) Other			
		b Less: cost or other basis and sales expenses	7b			
		c Gain or (loss)	7c			
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a				
		b Less: direct expenses	8b			
		c Net income or (loss) from fundraising events				
	9 a Gross income from gaming activities. See Part IV, line 19	9a				
b Less: direct expenses		9b				
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b				
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue	11 a	Business Code				
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d					
12 Total revenue. See instructions		320,633.	81,405.	0.	0.	

Part IX: Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 2a				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	201,819.	201,819.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	16,702.	16,702.		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	6,688.		6,688.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	645.			645.
13 Office expenses	10,723.	4,809.	5,914.	
14 Information technology				
15 Royalties				
16 Occupancy	11,914.	11,914.		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	10,806.	10,806.		
23 Insurance	20,579.	18,350.	2,229.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24a amount exceeds 10% of line 25, column (A) amount, list line 24a expenses on Schedule O.)				
a OTHER	8,787.	8,787.		
b TRAINING	4,671.	4,671.		
c HOME EXP: RESIDENT SERV	3,995.	3,995.		
d HOME EXP: MAINTENANCE	3,550.	3,550.		
e All other expenses	4,003.	2,453.		1,550.
25 Total functional expenses. Add lines 1 through 24e	304,882.	287,856.	14,831.	2,195.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

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

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	100,866.	1	111,083.
	2 Savings and temporary cash investments	10,000.	2	10,000.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	522.	4	522.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 108,687.		
	b Less: accumulated depreciation	10b 31,318.	79,018.	10c 77,369.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)		190,406.	16	198,974.
Liabilities	17 Accounts payable and accrued expenses	2,761.	17	4,413.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	9,322.	25	2,229.
	26 Total liabilities. Add lines 17 through 25	12,083.	26	6,642.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	146,650.	27	167,332.
	28 Net assets with donor restrictions	31,673.	28	25,000.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances	178,323.	32	192,332.	
33 Total liabilities and net assets/fund balances	190,406.	33	198,974.	

Part XI Reconciliation of Net Assets

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

1	Total revenue (must equal Part VIII, column (A), line 12)	1	320,633.
2	Total expenses (must equal Part IX, column (A), line 25)	2	304,882.
3	Revenue less expenses. Subtract line 2 from line 1	3	15,751.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	178,323.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-1,742.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	192,332.

Part XII Financial Statements and Reporting

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

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

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2019

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

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

Name of the organization: **DISMAS HOME OF NEW HAMPSHIRE** Employer identification number: **47-2722572**

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

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

g Provide the following information about the supported organization(s).

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

Part III Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						918,571.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	10.	124.	68.	25.	29.	256.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)				1,369.		1,369.
11 Total support. Add lines 7 through 10						920,196.
12 Gross receipts from related activities, etc. (see instructions)					12	128,473.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	99.82	%
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	99.77	%
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>			
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>			
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>			
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>			
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>			

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons:						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

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

Section A. All Supporting Organizations

Table with 3 columns: Question, Yes, No. Rows include questions 1 through 10b regarding supported organizations, including their status, control, and support.

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? a. A person who directly or indirectly controls... b. A family member... c. A 35% controlled entity...

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees... Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization?

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year... Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? Row 3: By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies...

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year... Row 2: Activities Test. Answer (a) and (b) below. a. Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? b. Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? Row 3: Parent of Supported Organizations. Answer (a) and (b) below. a. Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? b. Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations?

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

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

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required; explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

Part VI Supplemental Information

Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Table with multiple empty rows for supplemental information.

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

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

OMB No. 1545-0047

2019

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

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

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

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

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

501(c)(3) taxable private foundation

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

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

General Rule

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

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

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

Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	TOM AND MARGIE GARASCHE PO BOX 240 HOLDERNESS, NH 03245	\$ 5,293.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	PAUL AND ANNE YOUNG 33 DEER STREET #512 PORTSMOUTH, NH 03801	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	ARTHUR & OLIVIA DOBLES FOUNDATION 2 EAGLE SQUARE CONCORD, NH 03301	\$ 30,571.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	KENNETH BROWN 71 PATTERSON ROAD WILMOT, NH 03287	\$ 21,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	PHRMA 950F STREET NW SUITE 300 WASHINGTON, DC 02004	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	ANTHONY & GLADYS SAKOWICH CHARITABLE FOUNDATION 40 EAST MAIN STREET TILTON, NH 03301	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	NH CHARITABLE FOUNDATION 37 PLEASANT STREET CONCORD, NH 03301	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	RX ABUSE LEADERSHIP INITIATIVE 102 FOURTH STREET MANCHESTER, NH 03102	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	ORDER OF MALTA 3 HITCHING POST LANE HINGHAM, MA 02043	\$ 6,203.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
---	---

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

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Schedule B (Form 990, 990-EZ, or 990-PF) (2019)

Name of organization

Employer identification number

DISMAS HOME OF NEW HAMPSHIRE

47-2722572

Part III

Exclusively religious, charitable, etc. contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc. contributions of \$1,000 or less for the year. (Enter this info. once) \$

Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4

Relationship of transferor to transferee

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

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

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

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number
47-2722572

Part II Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

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

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

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

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

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

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

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

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

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

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

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

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

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings		42,438.	10,872.	31,566.
c Leasehold improvements				
d Equipment		15,735.	9,703.	6,032.
e Other		50,514.	10,743.	39,771.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				77,369.

Part VII Investments - Other Securities.

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

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

Part VIII Investments - Program Related.

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

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

Part IX Other Assets.

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

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

Part X Other Liabilities.

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

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) OTHER	2,229.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

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

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-rows (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5).

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include descriptions, sub-rows (2a-2d, 4a-4b), and totals (1, 2e, 3, 4c, 5).

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XII, LINE 4B - OTHER ADJUSTMENTS:

BOOK/TAX DEPRECIATION DIFFERENCES

Large empty table area for providing supplemental information.

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No: 1545-0047

2019

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

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

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

ORGANIZATION OPERATES A HOME IN MANCHESTER, NH WHERE FORMERLY
INCARCERATED WOMEN CAN LIVE AFTER LEAVING PRISON FOR A PERIOD OF TIME
AS THEY TRANSITION BACK INTO SOCIETY.

FORM 990, PART I, LINE 6

THE ORGANIZATION RELIES HEAVILY ON VOLUNTEER SERVICE. VOLUNTEERS HAVE
PERFORMED A VARIETY OF SERVICES INCLUDING ASSISTING IN HOME
RENOVATIONS, COMMUNITY OUTREACH, OFFICE AND OTHER HOME RELATED
SERVICES.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

INCARCERATION.

FORM 990, PART VI, SECTION B, LINE 11B:

THE 990 WAS REVIEWED IN ITS ENTIRETY BY THE BOARD OF DIRECTORS AT A
REGULARLY SCHEDULED MONTHLY MEETING. FEEDBACK WAS PROVIDED BY THE
DIRECTORS AND INCORPORATED INTO THE FINAL FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

THE ORGANIZATION MONITORS COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY
BY WAY OF DIRECT DISCUSSION OF THE POLICY AND ANY RELATED CONFLICTS AT
REGULARLY HELD MEETINGS OF THE THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION B, LINE 15:

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

Schedule O (Form 990 or 990-EZ) (2019)

032211 09-06-19

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

ALL HIRING AND COMPENSATION DECISIONS ARE MADE BY A VOTE OF THE BOARD BASED ON RECOMMENDATIONS FROM A PERSONNEL COMMITTEE, WHICH CONSIDERS REQUIRED QUALIFICATIONS AND REASONABLE COMPENSATION BASED ON MARKET INDICATORS.

FORM 990, PART VI, SECTION C, LINE 19:

ALL GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE GENERAL PUBLIC UPON REQUEST.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

BOOK/TAX DEPRECIATION DIFFERENCES -1,742.



**OFFICERS OF BOARD OF DIRECTORS
DISMAS HOME OF NEW HAMPSHIRE, INC.
Current as of November 2020**

NAME: Paul Young
DATE OF BOARD MEMBERSHIP: June 2015
BOARD OFFICER: President
COMMITTEE(S): Chair of Resource Development Committee (RDC) and Financial Resiliency Team

NAME: Annika Augusta Marie Stanley-Smith
DATE OF BOARD MEMBERSHIP: January 2018
BOARD OFFICER: Vice President
COMMITTEE(S): Chair of Fundraiser Committee 2020 and Member of RDC

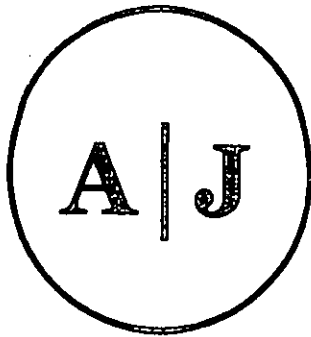
NAME: Robert Foose
DATE OF BOARD MEMBERSHIP: November 2019
BOARD OFFICER: Treasurer
COMMITTEE(S): Chair of Finance Committee

NAME: Jodi Kelley Hoyt
DATE OF BOARD MEMBERSHIP: May 2016
BOARD OFFICER: Secretary

NAME: Julie McCarthy Brown
DATE OF BOARD MEMBERSHIP: September 2018
COMMITTEE: Resource and Development Committee

NAME: Ken Brown
DATE OF BOARD MEMBERSHIP: September 2019
COMMITTEE: Resource and Development Committee

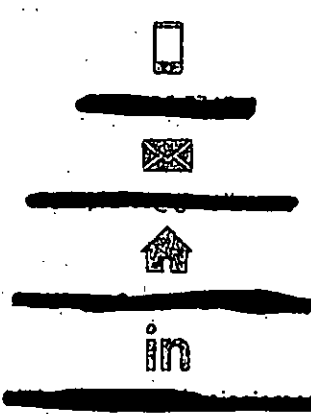
NAME: Chris Young
DATE OF BOARD MEMBERSHIP: September 2018



AMIE JAMES

BOOKKEEPER

CONTACT



EDUCATION

PURSuing BACHELOR'S DEGREE
Accounting
Southern NH University
2010 -2012 (Reapplied for 2019)

ASSOCIATE OF SCIENCE
Business Administration
Holyoke Community College
2002 -2004

EXPERTISE

Credit Management

Supervisor

Bookkeeping and Payroll

Accounts Payable/Receivable

Collections Management

Client Relations

Team Management

PROFESSIONAL PROFILE

Detail-oriented Administrative / Bookkeeper with over 10 years' experience. Exceptional interpersonal, team management, and written communication skills. Accomplished in credit and collections management with success at maintaining company standards. Knowledgeable in general accounting, payroll, and human resources. Ambitious, organized, an effective delegator, and a problem-solver.

EXPERIENCE

UPTON AND HATFIELD, LLP

April 2018 - July 2019

Accountable for accurately recording Accounts Receivable and Payable, generating precise monthly bills, and uphold collection tactics that I established amongst the Law Firm.

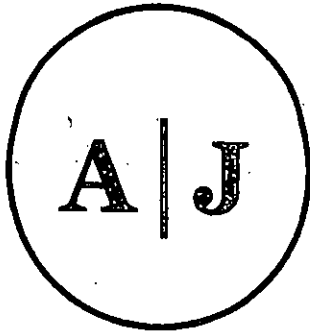
- Posted payments to client files and made daily deposits into the Operating Account and IOLTA Account.
- Reconciled four IOLTA Accounts monthly and ensure accuracy.
- Provided credit and collection advice to Attorneys and assisted them in collecting past due receivables by establishing collection procedures.
- Inputted Payables into PCLaw and assured proper dating for prompt payments.
- Generated checks for Accounts Payable, Legal Secretaries, Paralegals, and Attorneys.
- Handled monthly billing process by reviewing all time entries for 21 attorneys, amending entries and fees as necessary, and generating and distributing bills to clients and Attorneys.

SMALL BUSINESS OWNER | AMIE ELIZABETH PHOTOGRAPHY

May 2012 - Current

Solely responsible for the success of the business. Manage the finances, sales, customer service, and marketing. Establish and maintain positive relationships with clients. Photograph clients and provide them with a high-quality product that they will cherish.

- Develop marketing strategies and promote products and services at events, through brochures, mailings, and advertisements on Facebook and website.
- Record all data pertaining to income and expenses in StudioCloud.
- Report company taxes annually.
- Establish business hours and schedule client sessions.
- Created company logo, watermark, and business form templates.



AMIE JAMES
BOOKKEEPER

SKILLS

TECHNICAL

Microsoft Office Suite

In-house Accounting Software

Superior Keyboard Skills

Quickbooks

Adobe Photoshop CS6

PCLaw

PERSONAL

Organization

Analytical

Creativity

Personable

INTERESTS

Community Involvement

Photography

Betterment of Others

Reading

Sketching

EXPERIENCE (Continued)

REGIONAL CREDIT MANAGER | CITY ELECTRIC SUPPLY
June 2007 - February 2012

Managed the Credit department and supervised the credit team members. Attended legal trials, obtained judgments, filed liens, and performed collection efforts. Advised upper management and Controller on credit decisions.

- Managed Credit and Collections for 55 Branches throughout Ohio, Kentucky, Illinois, Indiana, Wisconsin, Michigan, Massachusetts, and New Hampshire.
- Maintained a Bad Debt rate of less than 1% of over 50 million dollars of yearly sales.
- Gathered and analyzed Credit reports from major credit bureaus as well as Dunn and Bradstreet.
- Traveled quarterly to Branches in the Midwest for National Association of Credit Managers meetings and to maintain repair with our competitors.
- Presented sales and debt details at monthly Branch and Sales meetings.

OFFICE ASSISTANT | ROCKTENN COMPANIES
August 2001 - July 2004

Assisted multiple departments including Customer Service, Human Resources, Accounting, Purchasing, and Shipping. Performed Receptionist duties as well and was the primary contact for customers.

- Established customer accounts and maintained accurate records for existing customers.
- Recovered over \$44,000 on overdue freight invoices.
- Created Excel Templates for the generating of Purchase Orders, Estimates, and Pricing.
- Prepared customer quotes for new items.
- Performed clerical and receptionist duties.
- Aided the Accounting Department with daily Receivable entries.

AWARDS & ACHIEVEMENTS

DELTA MU DELTA | SOUTHERN NH UNIVERSITY
2010

Inducted into the Delta Mu Delta International Honor Society in Business as recognition for scholastic achievements and excellence.

PHI THETA KAPPA | HOLYOKE COMMUNITY COLLEGE
2003

Inducted into the Phi Theta Kappa National Honor Society in 2003 and graduated in 2004 with High Honors.

REFERENCES

KASEY GRONDIN | UPTON AND HATFIELD
Paralegal
kgrondin@uptonhatfield.com
603 - 224-7791

SHAWN HOWARD | CITY ELECTRIC SUPPLY
Group Manager
showard@ces-us.net
937 - 848 - 8127

Sara J. Lutat

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

EXPERIENCE

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

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

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

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

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

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

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

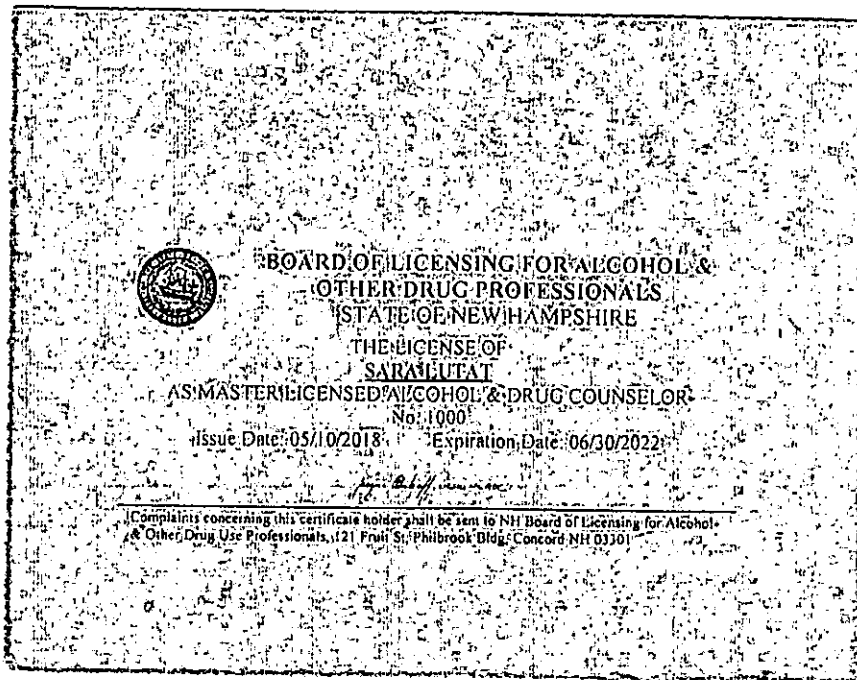
- **Transitional Coordinator** for The RSEC Academy, middle school up to high school and beyond
 - Post-secondary transition liaison for students and parents
 - Focus on student mentoring and developing student potential and leadership
 - Developed and designed curriculum for post-secondary, transitional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

EDUCATION

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

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

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



CONTRACTOR NAME

Key Personnel/Administrators

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sara J. Lutat	Executive/Clinical Director	\$70,000.00	30%	\$21,000.00
Amie James	Program Manager/CRSW	\$43,680.00	25%	\$10,920.00

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-13)




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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc.		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-0126	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$10,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/16/2020		1.12 Name and Title of Contractor Signatory Roger W. Osmun, Ph.D. President and CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/16/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/16/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council
- 3.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
 - 1.4.4.1. The provision of information;
 - 1.4.4.2. Risk assessment;
 - 1.4.4.3. Intervention and risk reduction education, and
 - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
 - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
 - 1.5.3.1. Methadone.
 - 1.5.3.2. Buprenorphine products, including:
 - 1.5.3.2.1. Single-entity buprenorphine products;
 - 1.5.3.2.2. Buprenorphine/naloxone tablets;
 - 1.5.3.2.3. Buprenorphine/naloxone films; and
 - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 1.5.3.3. Long-acting injectable buprenorphine products.
 - 1.5.3.4. Buprenorphine implants.
 - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.
- 1.6. Transition Plan
 - 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
 - 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.
- 1.7. Resiliency and Recovery Oriented Systems of Care
 - 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving 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.

1.9. Enrolling Individuals for Services

1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable; within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.

1.9.2. The Contractor shall 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. The Contractor shall:

1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;

1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;

1.9.2.3. Provide the client, 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 charges; and

1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record.

1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.

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- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
 - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.5.2. During treatment only when determined by a Licensed Counselor.
- 1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.9.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the

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Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

- 1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
- 1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.7.5. Individuals with Opioid Use Disorders.
- 1.9.7.6. Veterans with substance use disorders.
- 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

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- 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.10.2. Probation and parole programs.
 - 1.9.10.3. Doorways.
- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
 - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or
 - 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
 - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.9.14.2. Have co-occurring mental health disorders; and/or
 - 1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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- 1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.9.16.1. Kitchens.
 - 1.9.16.2. Group rooms.
 - 1.9.16.3. Recreation rooms and/or areas.

1.10. Denial of Services

- 1.10.1. The Contractor shall ensure individuals who are denied services:
 - 1.10.1.1. Are informed of the reason for denial; and
 - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
- 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;
 - 1.10.2.2. Relapsed from an earlier treatment;
 - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.10.2.4. Has been diagnosed with a mental health disorder.

1.11. Waitlists

- 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
- 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.12. Assistance with Enrolling in Insurance Programs

- 1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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- 1.12.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record.

1.13. Service Delivery Activities and Requirements

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

- 1.13.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.13.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.13.1.3. Maintenance of specific policies that include, but are not limited to:
 - 1.13.1.3.1. Client rights, grievance and appeals policies and procedures.
 - 1.13.1.3.2. Progressive discipline, leading to administrative discharge.
 - 1.13.1.3.3. Reporting and appealing staff grievances.
 - 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
 - 1.13.1.3.5. Policies on client and employee smoking.
 - 1.13.1.3.6. 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.
 - 1.13.1.3.7. Policies and procedures for holding a client's possessions.
 - 1.13.1.3.8. Secure storage of staff medications.
 - 1.13.1.3.9. A client medication policy.
 - 1.13.1.3.10. Urine specimen collection, as applicable, that:

1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

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- 1.13.1.3.10.2. Minimize falsification.
 - 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
 - 1.13.1.3.12. 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).
 - 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
 - 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
- 1.13.2.1. During initial contact.
 - 1.13.2.2. During screening.
 - 1.13.2.3. At intake.
 - 1.13.2.4. During admission.
 - 1.13.2.5. During on-going treatment services.
 - 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:

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- 1.13.3.1. During initial contact.
- 1.13.3.2. During screening.
- 1.13.3.3. At intake.
- 1.13.3.4. During admission.
- 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
 - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
 - 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and

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- 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.13.5.3.3. The counselor's assessment of whether the individual 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; and
 - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
 - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.

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- 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
- 1.13.6.2.4. Peer recovery support provider, as appropriate.
- 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
- 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.13.6.5.2. Probation and/or parole programs, as applicable
 - 1.13.6.5.3. The Doorways, as applicable.
- 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
 - 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
 - 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the

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individual to continue working toward his or her treatment goals; or

1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.13.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement

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in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.13.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.13.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.13.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.13.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.13.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.13.9. The Contractor shall deliver services in this Contract in accordance with:

1.13.9.1. The ASAM Criteria (2013).

1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

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- 1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
 - 1.14.1.1. Hepatitis C Virus (HCV).
 - 1.14.1.2. Human Immunodeficiency Virus (HIV).
 - 1.14.1.3. Sexually Transmitted Diseases (STD).
 - 1.14.1.4. Tobacco Treatment Tools that include:
 - 1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
 - 1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.
- 1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDs program, for individuals identified as at risk of or with HIV/AIDS.

1.15. Medication Services

- 1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
 - 1.15.2.1. The client's name;
 - 1.15.2.2. The medication name and strength;
 - 1.15.2.3. The prescribed dose;
 - 1.15.2.4. The route of administration;
 - 1.15.2.5. The frequency of administration; and
 - 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure 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, are stored as follows:

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- 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
- 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
- 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.15.6.3. OTC medication containers are 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.
- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and

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- 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record; and
 - 1.15.9.2. The client is provided with remaining medication to take with him or her

1.16. Tobacco Free Environment

- 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
 - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
 - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
 - 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
 - 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
 - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches,

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must be extinguished and disposed of in appropriate containers.

1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.16.3. The Contractor shall ensure the tobacco free environment policy is:

1.16.3.1. Posted in the Contractor's facilities.

1.16.3.2. Posted in all Contractor vehicles.

1.16.3.3. Included in employee, individual, and visitor orientations.

1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.17. Staffing

1.17.1. 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.

1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.17.2.1. Job title;

1.17.2.2. Physical requirements of the position;

1.17.2.3. Education and experience requirements of the position;

1.17.2.4. Duties of the position;

1.17.2.5. Positions supervised; and

1.17.2.6. Title of immediate supervisor.

1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

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- 1.17.3.2. 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.
- 1.17.3.3. 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:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 1.17.4.2. Do not exceed the criminal background standards established above;
 - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
 - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
 - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 1.17.4.4.3. Confidentiality requirements;
 - 1.17.4.4.4. Grievance procedures for both clients and staff;
 - 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;

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- 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.17.4.4.7. The Contractor's infection prevention program;
- 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29.
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
 - 1.17.5.1.1. The name of the examinee.
 - 1.17.5.1.2. The date of the examination.
 - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
 - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
 - 1.17.5.1.5. The dated signature of the licensed health practitioner.
 - 1.17.5.2. Are 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
 - 1.17.5.3. 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

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contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

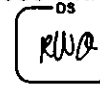
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.
 - 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
 - 1.17.7.4. A signed and dated record of orientation.
 - 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
 - 1.17.7.6. Records of screening for communicable diseases results required above.
 - 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
 - 1.17.7.8. Documentation of annual in-service education.
 - 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/

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- 1.17.7.10. 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.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.17.7.11.2. 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
 - 1.17.7.11.3. 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
 - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
 - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 1.17.8.1.3. Licensed mental health provider.
 - 1.17.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
 - 1.17.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

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- 1.17.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.17.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
 - 1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
 - 1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

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- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
 - 1.17.14.1. Review of case records;
 - 1.17.14.2. Observation of interactions with clients;
 - 1.17.14.3. Skill development; and
 - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
 - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.

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- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
- 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. 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 and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. 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.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
- 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the

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individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:

- 1.17.25.1. The contract requirements.
- 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.19. Inspections

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
 - 1.19.1.1. A reception area separate from living and treatment areas;
 - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
 - 1.19.1.3. Secure storage of active and closed confidential client records; and
 - 1.19.1.4. Separate and secure storage of toxic substances.
- 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 1.19.2.1. The facility premises;
 - 1.19.2.2. All programs and services provided under the contract; and
 - 1.19.2.3. Any records required by the contract.

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- 1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.20. Web Information Technology System (WITS)

- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
- 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
 - 1.20.3.1. Is not entered into the WITS system; and
 - 1.20.3.2. Does not receive services described this contract.
 - 1.20.3.3. Is assisted with finding alternative payers for the required services.
- 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

1.21. Quality Improvement

- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.21.1.1. Participating in electronic and in-person individual record reviews.
 - 1.21.1.2. Participating in site visits.
 - 1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
 - 1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

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- 1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
 - 1.21.3.1. Notify the Department within 5 days of identifying the difference; and
 - 1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.22. Client Discharge and Transfer
 - 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;
 - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
 - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
 - 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
 - 1.22.2.1. The dates of admission and discharge or transfer.
 - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
 - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
 - 1.22.2.4. The reason for discharge or transfer.
 - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

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- 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.22.2.7. A continuing care plan, including all ASAM domains.
- 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;
 - 1.22.4.2. 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
 - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;

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- 1.22.6.2. The client is non-compliant with prescription medications;
- 1.22.6.3. 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
- 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter;
 - 1.23.1.1.3. Notification of rights are documented in the client record.
 - 1.23.1.1.4. Posting the notices continuously and conspicuously;
 - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.24. Administrative Remedies

- 1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:
 - 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 1.24.1.2. Imposing a directed POC upon a Contractor;
 - 1.24.1.3. Suspension of a contract; or
 - 1.24.1.4. Revocation of a contract.

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- 1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
 - 1.24.2.1. Identifies each deficiency;
 - 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.24.3. A POC shall be developed and enforced in the following manner:
 - 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 1.24.3.1.1. How the Contractor intends to correct each deficiency;
 - 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 1.24.3.1.3. 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;
 - 1.24.3.2. The Department shall review and accept each POC that:
 - 1.24.3.2.1. Achieves compliance with contract requirements;
 - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
 - 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
 - 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
 - 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;

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- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection.
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 1.24.7.1. 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;
 - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.

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- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.
 - 3.4.1.6. Medical emergency.
 - 3.4.1.7. Restraint.
 - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
 - 3.7.1. When the sentinel even involves any individual receiving services under this contract;

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- 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
 - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
 - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

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- 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
 - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
 - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
 - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

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services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

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

7. Maintenance of Fiscal Integrity

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

SS-2021-BDAS-04-SUBST-13

West Central Services, Inc.

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RWA
Date 11/16/2020

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

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EXHIBIT B**



- 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
 - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B**



- 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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



Payment Terms

1. Sources of Funding
 - 1.1. This Agreement is funded by:
 - 1.1.1. 44.874%, Federal Funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
 - 1.1.2. 23.103%, General Funds; and
 - 1.1.3. 32.050%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
 - 1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Non Reimbursement for Services
 - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Services, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
 - 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
 - 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
 - 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.

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

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services

5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.

5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not

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delay a client's admittance into the program and to immediately refund any overpayments.

- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 6, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 6, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given

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service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.

6. Sliding Fee Scale

- 6.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 6.2. The Contractor shall implement the sliding fee scale as follows:

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

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

7. Submitting Charges for Payment

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

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

West Central Services, Inc.

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- 7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 7.1.5. Submit separate batches for each billing month.
- 7.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 7.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 7.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 7.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 7.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 7.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 7.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 7.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

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- 7.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 7.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 7.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 7.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

8. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds

- 8.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 8.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 8.2.1. Make cash payments to intended recipients of substance abuse services.
 - 8.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 8.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 8.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

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

8.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA,

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

9. Audits

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

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

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

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

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

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

9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

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Substance Use Disorder Treatment and Recovery Support Services**

Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials RWA
Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit D

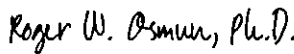
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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


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

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

Vendor Name:

11/16/2020
Date

DocuSigned by:

 Name: Roger W. Osmun, Ph.D.
 Title: President and CEO

Vendor Initials 
 Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

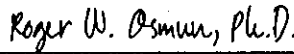
The undersigned certifies, to the best of his or her knowledge and belief, that:


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

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

Vendor Name:

11/16/2020
Date

DocuSigned by:

 Name: Roger W. Osmun, Ph.D.
 Title: President and CEO

Vendor Initials 
 Date 11/16/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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:

11/16/2020
Date

DocuSigned by:
Roger W. Osmun, Ph.D.
Name: Roger W. Osmun, Ph.D.
Title: President and CEO

DS
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Contractor Initials
Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/16/2020

Date

DocuSigned by:

Roger W. Osmun, Ph.D.

Name: Roger W. Osmun, Ph.D.

Title: President and CEO

Exhibit G

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

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/16/2020

Date

DocuSigned by:
Roger W. Osmun, Ph.D.
Name: Roger W. Osmun, Ph.D.
Title: President and CEO

Contractor Initials DS
RWO
Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials _____

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

west Central Behavioral Health

The State by:

Name of the Contractor

Katja Fox

Roger W. Osmun, Ph.D.

Signature of Authorized Representative

Signature of Authorized Representative

Katja Fox

Roger W. Osmun, Ph.D.

Name of Authorized Representative
Director

Name of Authorized Representative

President and CEO

Title of Authorized Representative

Title of Authorized Representative

11/16/2020

11/16/2020

Date

Date

DS
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Contractor Initials

11/16/2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

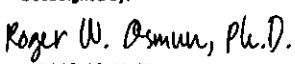
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

11/16/2020

Date

DocuSigned by:

 Name: Roger W. Osmun, Ph.D.
 Title: President and CEO

Contractor Initials 
 Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 150873403 0000

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

X NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials DS RWA
Date 11/16/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

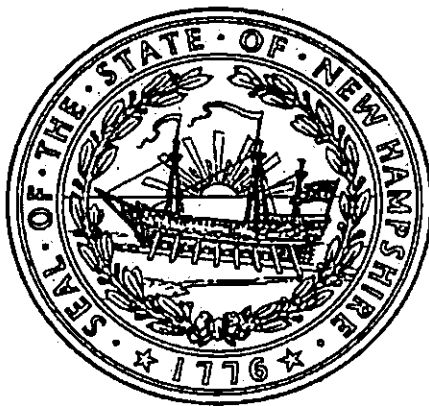
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174.

Certificate Number: 0004914867



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

I, Pete Bleyler, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc. d/b/a West Central Behavioral Health.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly adopted on May 26, 2020 by electronic vote at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roger Osmon, President and Chief Executive Officer, and/or Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc., dba West Central Behavioral Health, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in their judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 16, 2020

A handwritten signature in black ink, which appears to read "Pete Bleyler", is written over a solid horizontal line.

Signature of Elected Officer Name:
Pete Bleyler
Title: Chairman, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
99 HIGH STREET
BOSTON, MA 02110
Attn: Boston.certrequest@Marsh.com

CN102105463-gaup-20-21

INSURED
West Central Services, Inc
dba West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A : Capitol Specialty Insurance Corporation	NAIC # 10328
INSURER B : Capitol Indemnity Corp.	10472
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: NYC-010982297-03 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HS02726188-05	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HS02731293-05	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HS20162182-05	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Healthcare Professional Liability - Claims Made			HS02726188-05	11/01/2020	11/01/2021	Each Claim: 1,000,000 Aggregate: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Mental Health Services Contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: thousman@hayscompanies.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Technology Insurance Company, Inc. 42376 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
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COVERAGES **CERTIFICATE NUMBER: 20-21 WC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC3877857	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC
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Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

West Central Services, Inc.
d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2019

West Central Services, Inc.
d/b/a West Central Behavioral Health
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from, and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Effect of Adopting New Accounting Standard

As discussed in Note 15 to the financial statements, the Center conformed to ASU 2016-14, change in accounting principal. The change was adopted retroactively. Our opinion is not modified with respect to that matter.

Kittell, Bravagan + Sargent

St. Albans, Vermont
September 23, 2019

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 393,604	\$ 438,761
Investments	504,270	463,548
Restricted cash	98,074	125,744
Accounts receivable - trade, net	348,486	351,371
Accounts receivable - other	262,035	203,720
Due from affiliates	19,276	1,413
Prepaid expenses	80,064	109,844
TOTAL CURRENT ASSETS	1,705,809	1,694,401
 PROPERTY AND EQUIPMENT, net	 601,659	 623,133
 OTHER ASSETS		
Investment	105,219	101,340
Deposits	31,880	27,417
TOTAL OTHER ASSETS	137,099	128,757
 TOTAL ASSETS	 \$ 2,444,567	 \$ 2,446,291

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ 328,462	\$ 429,493
Accounts payable	88,493	56,187
Accrued payroll and related expenses	89,506	25,801
Deferred revenue	121,817	103,838
Deposits and other current liabilities	34,063	8,921
Current portion of long-term debt payable	29,003	98,739
TOTAL CURRENT LIABILITIES	691,344	722,979
 LONG-TERM DEBT, less current portion above	 548,312	 577,313
 TOTAL LIABILITIES	 1,239,656	 1,300,292
 NET ASSETS		
Net Assets without donor restrictions	1,204,911	1,145,999
 TOTAL LIABILITIES AND NET ASSETS	 \$ 2,444,567	 \$ 2,446,291

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended June 30,

	2019			2018
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support:				
State of New Hampshire Bureau of Behavioral Health	\$ 321,876	\$ -	\$ 321,876	\$ 317,878
Other public support	325,928	-	325,928	404,132
Grants	483,227	-	483,227	146,426
In-Kind support	-	-	-	17,224
Total public support	<u>1,131,031</u>	<u>-</u>	<u>1,131,031</u>	<u>885,660</u>
Revenues:				
Program service fees	7,762,189	-	7,762,189	7,771,399
Contracted services	596,044	-	596,044	517,481
Rental income	152,606	-	152,606	154,069
Other revenue	47,364	-	47,364	40,846
Total revenues	<u>8,558,203</u>	<u>-</u>	<u>8,558,203</u>	<u>8,483,795</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>9,689,234</u>	<u>-</u>	<u>9,689,234</u>	<u>9,369,455</u>
EXPENSES				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,272,214	-	3,272,214	3,279,315
Adult Vocational	174,085	-	174,085	181,466
Children	2,837,525	-	2,837,525	2,973,854
ACT Team	648,120	-	648,120	598,962
Emergency services	528,632	-	528,632	565,341
Housing services	1,227,417	-	1,227,417	1,188,954
General adult	482,044	-	482,044	504,366
Other Non-BBH funded program services	502,258	-	502,258	357,278
TOTAL EXPENSES	<u>9,672,295</u>	<u>-</u>	<u>9,672,295</u>	<u>9,649,536</u>
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	16,939	-	16,939	(280,081)
OTHER INCOME				
Investment Income	41,973	-	41,973	37,409
INCREASE (DECREASE) IN NET ASSETS	58,912	-	58,912	(242,672)
NET ASSETS, beginning of year	<u>1,145,999</u>	<u>-</u>	<u>1,145,999</u>	<u>1,388,671</u>
NET ASSETS, end of year	<u>\$ 1,204,911</u>	<u>\$ -</u>	<u>\$ 1,204,911</u>	<u>\$ 1,145,999</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 58,912	\$ (242,672)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	85,997	89,166
Unrealized gain on investment in partnership	(3,879)	(447)
(Increase) decrease in the following assets:		
Accounts receivable - trade	2,885	124,749
Accounts receivable - other	(58,315)	(45,228)
Due from affiliates	(17,863)	(757)
Prepaid expenses	29,780	(17,422)
Restricted Cash	27,670	(1,555)
Security Deposits	(4,463)	(1,000)
Increase (decrease) in the following liabilities:		
Accounts payable	32,306	(11,787)
Accrued payroll and related expenses	63,705	(152,593)
Deferred revenue	17,979	22,377
Deposits and other current liabilities	25,142	(3,841)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>259,856</u>	<u>(241,010)</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(64,523)	(24,253)
Investment activity, net	(40,722)	(45,335)
NET CASH USED BY INVESTING ACTIVITIES	<u>(105,245)</u>	<u>(69,588)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	8,834,298	6,194,779
Repayment on line of credit	(8,935,329)	(5,984,732)
Repayment of notes payable	(98,737)	(106,849)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(199,768)</u>	<u>103,198</u>
 NET DECREASE IN CASH AND CASH EQUIVALENTS	(45,157)	(207,400)
 CASH AND CASH EQUIVALENTS, Beginning of year	<u>438,761</u>	<u>646,161</u>
 CASH AND CASH EQUIVALENTS, End of year	<u>\$ 393,604</u>	<u>\$ 438,761</u>
 SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 17,799</u>	<u>\$ 21,692</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2016 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

The financial statements have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2019, the Center decreased its estimated percentage in the allowance for doubtful accounts from 33% to 28% of the total patient receivables. The allowance for doubtful accounts decreased to \$134,356 as of June 30, 2019 from \$177,142 as of June 30, 2018.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2019 totaled \$7,762,189, of which \$7,493,806 was revenue from third-party payers and \$268,383 was revenue from self-pay clients.

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2019 and 2018 was \$21,209 and \$17,728, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

New Accounting Pronouncement:

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Center has adjusted the presentation of these statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2019 for general expenditures are as follows:

Cash and Cash Equivalents	\$	393,604
Accounts Receivable (net)		610,521
Investments		<u>504,270</u>
Financial assets available within one year for general expenditures	\$	<u>1,508,395</u>

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2019</u>	<u>2018</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	\$ 255,122	\$ 281,498
Medicare	81,453	86,527
Third party insurance companies	80,205	107,021
Clients	<u>66,062</u>	<u>53,467</u>
	482,842	528,513
Allowance for doubtful accounts and estimated contractual allowances	<u>(134,356)</u>	<u>(177,142)</u>
 TOTAL ACCOUNTS RECEIVABLE - TRADE	 <u>\$ 348,486</u>	 <u>\$ 351,371</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 ACCOUNTS RECEIVABLE (continued)

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2019</u>	<u>2018</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 93,274	\$ 78,911
Rents	461	5,416
Bureau of Behavioral Health	26,073	52,151
IDN Grant	71,607	34,596
Other	<u>70,620</u>	<u>32,646</u>
TOTAL ACCOUNTS RECEIVABLE - OTHER	<u>\$ 262,035</u>	<u>\$ 203,720</u>

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2019</u>	<u>2018</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	833,557	791,807
Furniture, fixtures and equipment	612,905	591,173
Vehicles	21,375	21,375
Project in Progress	<u>7,500</u>	<u>6,459</u>
	1,496,032	1,431,509
Accumulated depreciation	<u>(894,373)</u>	<u>(808,376)</u>
Net book value	<u>\$ 601,659</u>	<u>\$ 623,133</u>

Depreciation expense for the years ended June 30, 2019 and 2018 was \$85,997 and \$89,166, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

<u>2019</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 353,727</u>	<u>\$ 150,543</u>	<u>\$ 504,270</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 6 INVESTMENTS (continued)

2018	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	\$ 343,269	\$ 120,279	\$ 463,548

Investment income consisted of the following at June 30,:

	2019	2018
Interest and dividends	\$ 11,709	\$ 11,007
Unrealized gains	30,264	26,402
	\$ 41,973	\$ 37,409
	2019	2018
Investments in Behavioral Information Systems, LLC	\$ 105,219	\$ 101,340

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2019 and 2018 was \$3,879 and \$447, respectively.

NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 7 FAIR VALUE MEASUREMENTS (continued)

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2019</u>	<u>2018</u>
Operational Funding	\$ 79,000	\$ 61,500
In-Shape	15,759	5,000
Substance Abuse Grant	-	11,838
IT Grant	-	12,000
MATCH Grant	-	13,500
CEO Search	19,558	-
Facility Upgrades	<u>7,500</u>	<u>-</u>
	<u>\$ 121,817</u>	<u>\$ 103,838</u>

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	<u>2019</u>	<u>2018</u>
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	\$ -	\$ 5,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019	-	60,201
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020	29,003	62,539

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 9 LONG-TERM DEBT (continued)

	<u>2019</u>	<u>2018</u>
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	548,312	548,312
	577,315	676,052
Less: Current portion	<u>(29,003)</u>	<u>(98,739)</u>
	<u>\$ 548,312</u>	<u>\$ 577,313</u>

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

<u>June 30,</u>	
2020	\$ 29,003
2021	-
2022	-
2023	-
2024	-
Thereafter	<u>548,312</u>
Total	<u>\$ 577,315</u>

Interest expense was \$17,799 and \$21,692 for the years ended June 30, 2019 and 2018, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2019 and 2018, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2019 and 2018, the outstanding balance was \$328,462 and \$429,493 respectively. The effective interest rate at June 30, 2019 and 2018 was 4.25% and 4.25%, respectively. The line of credit expires in April, 2020.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2019 and 2018, the Center paid BIS \$58,124 and \$22,701, respectively, for services rendered. At June 30, 2019 and 2018, the Center owed BIS \$4,559 and \$150, respectively, for current services.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 11 RELATED PARTY TRANSACTIONS (continued)

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2019 and 2018, BIS owed the Center \$19,276 and \$1,413, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2019 and 2018 the Center paid \$165,003 and \$168,162, respectively.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2019 and 2018, there were no employer contributions to this retirement plan.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2019</u>	<u>2018</u>
Due from clients	14 %	10 %
Insurance companies	17	20
Medicaid	53	53
Medicare	<u>16</u>	<u>17</u>
	<u>100 %</u>	<u>100 %</u>

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2019 for each of the next five years and in the aggregate are:

West Central Services, Inc.
d/b/a West Central Behavioral Health,
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 14 OPERATING LEASES (continued)

June 30,	
2020	\$ 716,259
2021	611,900
2022	291,191
2023	45,903
2024	218
Thereafter	-
	<u>\$1,665,471</u>

Total rent expense for the years ended June 30, 2019 and 2018, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$643,010 and \$666,123, respectively.

NOTE 15 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2018, the Center changed its method of accounting for net assets to conform with ASU 2016-14, effective for fiscal years beginning after December 15, 2017. The change was adopted retroactively. Under the new accounting method, the Center must now report their net assets as either with donor restrictions or without donor restrictions. As a result, the cumulative effect of applying the new method, the following amounts increased/ (decreased):

	<u>2018</u>
Unrestricted Net Assets	\$ (1,145,999)
Net Assets without Donor Restrictions	\$ 1,145,999

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 23, 2019, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2019, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2019

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 53,467	\$ 1,217,021	\$ (948,638)	\$ 255,788	\$ 66,062
OTHER INSURANCE	107,021	824,808	(416,882)	434,742	80,205
MEDICAID	281,498	8,040,866	(1,214,324)	6,852,918	255,122
MEDICARE	<u>86,527</u>	<u>1,045,177</u>	<u>(785,839)</u>	<u>264,412</u>	<u>81,453</u>
TOTAL	<u>\$ 528,513</u>	<u>\$ 11,127,872</u>	<u>\$ (3,365,683)</u>	<u>\$ 7,807,860</u>	<u>\$ 482,842</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2019

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2019	<u>\$ 52,146</u>	<u>\$ 321,876</u>	<u>\$ (347,949)</u>	<u>\$ 26,073</u>

Analysis of Receipts

<u>Date of Receipt Deposit Date</u>	<u>Amount</u>
07/16/18	\$ 7,323
07/16/18	18,750
08/22/18	7,323
08/22/18	18,750
09/12/18	4,000
10/01/18	7,323
10/01/18	18,750
10/18/18	7,323
10/18/18	18,750
11/14/18	7,323
11/14/18	18,750
12/13/18	7,323
12/13/18	18,750
02/15/19	14,646
02/15/19	37,500
03/21/19	7,323
03/21/19	18,750
04/22/19	7,323
04/22/19	18,750
05/20/19	7,323
05/21/19	18,750
05/28/19	5,000
05/30/19	7,323
05/30/19	18,750
06/26/19	7,323
06/26/19	18,750
	<u>\$ 347,949</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2019
Comparative Totals for 2018

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Non-BBH	2018
Program Services Fees:												
Net client fees	\$ 268,383	\$ -	\$ 268,383	\$ 130,967	\$ 2,394	\$ 46,518	\$ 24,008	\$ 9,264	\$ 8,882	\$ 38,501	\$ 7,849	\$ 234,337
Medicaid	8,826,542	-	8,826,542	2,210,499	73,950	3,011,675	374,109	92,770	975,787	48,511	41,241	8,864,969
Medicare	259,338	-	259,338	187,853	282	4,944	12,430	2,558	3,937	39,653	7,681	380,303
Other insurance	407,926	-	407,926	145,218	707	129,513	1,290	5,064	3,745	100,810	21,579	491,790
Public Support - Other:												
Local/County Government	79,387	-	79,387	26,191	1,587	27,779	4,762	4,762	8,730	3,175	2,381	56,173
Donations/Contributions	222,066	-	222,066	73,282	4,441	77,723	13,324	13,324	24,427	8,883	6,662	324,314
Grants	483,227	-	483,227	131,487	3,704	175,022	27,297	39,981	21,961	26,649	57,126	146,426
In-Kind Support	-	-	-	-	-	-	-	-	-	-	-	17,224
Other Public Support	24,495	-	24,495	-	-	24,485	-	-	-	-	-	23,645
BBH:												
Community Mental Health	321,876	-	321,876	2,970	180	3,150	225,540	88,416	990	360	270	317,878
Other BBH	596,044	-	596,044	58,060	-	39,109	29,870	170,996	-	102,815	195,172	517,481
Rental Income	152,606	-	152,606	2,086	-	-	-	-	150,520	-	-	154,069
Other Revenues	47,364	-	47,364	2,787	64	1,745	189	41,803	276	227	253	40,848
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 9,689,234	\$ -	\$ 9,689,234	\$ 2,971,420	\$ 87,329	\$ 3,541,873	\$ 712,819	\$ 488,940	\$ 1,199,255	\$ 367,564	\$ 340,214	\$ 9,389,455

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019
Comparative Totals for 2018

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Other Non-BBH	2018
Personnel Costs:												
Salary & Wages	\$ 6,202,511	\$ 483,460	\$ 5,719,051	\$ 1,972,470	\$ 97,658	\$ 1,891,319	\$ 409,165	\$ 349,791	\$ 618,490	\$ 253,570	\$ 326,818	\$ 6,264,781
Employee Benefits	703,224	35,880	667,344	238,943	18,756	213,606	44,255	23,811	65,235	39,715	23,023	680,531
Payroll Taxes	438,769	32,782	405,987	131,323	7,604	127,489	13,510	26,879	44,852	29,289	24,981	441,833
Professional Fees:												
Professional Fees	282,222	28,190	254,032	134,959	3,480	61,035	10,458	12,058	19,173	6,972	5,891	270,096
Staff Devel. & Training:												
Staff Development	29,508	12,775	16,733	6,514	2,300	2,897	1,816	875	482	1,684	295	40,101
Occupancy Costs:												
Rent	672,012	19,500	652,512	207,621	10,861	207,645	42,155	26,064	96,728	39,917	31,521	673,123
Other Utilities	91,395	-	91,395	16,037	816	20,925	3,445	1,787	46,744	1,681	-	83,470
Maintenance & Repairs	97,735	1,654	96,081	23,454	1,572	27,729	5,562	3,439	28,130	1,610	4,585	91,184
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	36,000
Other Occupancy Costs	182,692	-	182,692	47,334	1,891	64,883	6,437	6,046	31,673	24,497	131	160,964
Consumable Supplies:												
Office/Building/Household	61,914	15,912	46,002	13,943	888	12,013	3,070	1,808	11,597	1,419	1,264	52,743
Food	41,352	4,012	37,340	3,177	71	4,778	1,085	159	27,241	507	322	36,042
Equipment Rental	21,591	8,248	13,345	4,998	292	3,931	1,128	628	803	473	1,092	18,796
Equipment Maintenance	10,678	10,080	598	242	18	156	54	46	49	18	13	13,404
Depreciation	85,997	2,476	83,521	17,623	2,130	14,962	627	1,818	44,430	1,054	1,077	89,186
Advertising	21,209	-	21,209	6,999	424	7,423	1,273	1,273	2,333	848	836	17,728
Membership Dues	-	-	-	-	-	-	-	-	-	-	-	14,285
Telephones/Communications	65,078	10,884	54,194	12,728	574	17,765	3,923	6,182	6,921	1,541	2,550	63,904
Postage/Shipping	6,986	4,124	4,862	1,740	102	2,005	388	227	132	151	117	6,384
Transportation:												
Staff/Clients	118,539	5,599	112,940	42,572	608	36,484	18,724	4,190	4,210	3,811	4,341	116,798
Insurance:												
General/Liability	147,523	-	147,523	47,297	2,867	50,163	8,599	8,599	19,966	5,732	4,300	142,546
Interest Expense	17,799	-	17,799	5,874	356	6,229	1,068	1,068	1,958	712	534	21,692
Other Expenditures	335,563	53,879	281,684	100,319	4,153	93,880	14,839	13,924	29,486	10,362	14,721	294,791
In-Kind Expense	-	-	-	-	-	-	-	-	-	-	-	17,224
	9,672,295	729,453	8,942,842	3,036,167	157,317	2,967,097	589,581	492,562	1,126,583	425,523	448,012	9,649,536
Administrative Allocation	-	(729,453)	729,453	236,047	16,768	170,428	58,539	36,070	100,834	56,521	54,246	-
TOTAL PROGRAM EXPENSES	\$ 9,672,295	\$ -	\$ 9,672,295	\$ 3,272,214	\$ 174,085	\$ 2,837,525	\$ 648,120	\$ 528,632	\$ 1,227,417	\$ 482,044	\$ 502,258	\$ 9,649,536



**Board of Directors
11-2-20**

Peter Bleyler - Chair

Douglas Williamson – Vice Chair – Chair Development and Community Relations Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Sarah (Sally) Rutter – Chair – Quality Improvement Committee

Brooke Adler

Clint Bean

Kaitlyn Covell

Kenneth Dolkart MD

Kenneth Goodrow

Robert Hansen

Brian Lombardo MD

Angela Montano

Sarah Rutter

Sheila Shulman – Chair Governance Committee

William C. Torrey MD

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

Roger W. Osmun, Ph.D.
Licensed Psychologist

Education

Ph.D., Clinical Psychology
Temple University

M.A., Clinical Psychology
Temple University

B.A., Psychology, High Honors
Magna Cum Laude and Phi Beta Kappa
University of Rochester

Licensure

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the *National Register of Health Service Psychologists*, Registrant #4431

National Provider Identification (NPI): 1750346136 (Roger W. Osmun, Ph.D.)
1295206290 (Pinnacle Psychological Services, LLC)

Clinical and Administrative Experience

2019- **President and CEO**, West Central Behavioral Health, Lebanon, NH

Private, non-profit behavioral health organization [501(c)3]
Approximately 145 employees; approximately 2,600 clients served annually.
7 locations (6 offices and 1 residential program) in the Upper Valley and
Greater Sullivan County
Annual Revenue: \$10M FY20
Direct Reports: 7 (including Vice President of Operations, Vice President of
Clinical Services, Chief Financial Officer, Medical Director and HR Director)

Activities: Functioned as the administrative lead of a 7-person Executive
Leadership Team. Oversaw all operational aspects of a comprehensive,
community-based behavioral health organization. Agency programs include, but

are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]

Joint Commission Accredited since 2000

Approximately 720 employees; approximately 21,000 clients served annually.

30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ

Annual Revenue: \$31M FY17; \$32M FY18

Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare

Report to: Chief Executive Officer of parent organization and directly to the board

Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a \$31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by \$500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by \$1.2M (3.9%)
- Expanded into two new service line contracts totaling \$475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes
- Established an emerging leadership development program for middle management and other high potential employees

1996-2016 **Chief Clinical Officer, Holcomb Behavioral Health Systems, Exton, PA**

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from \$2M to \$30M. Largest contract attained was \$2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive policies/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

1993-1996 **Primary Therapist, Devereux Foundation-Brandywine Center, Glenmoore PA**

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served

as primary liaison between multidisciplinary treatment team and mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996 **Consultant**, Children and Family Support Services, Inc., Pottstown PA

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93 **Clinical Psychology Internship**, Temple University Hospital, Philadelphia PA

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

Research Experience

- 1994 **Dissertation**: "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"
- 1991 **Masters Thesis**: "Ego-Identity Status: Influences on Psychotherapy Seeking"
- 1988-89 **Research Assistant**, Temple University

Activities: Assessed cognitive reasoning abilities of psychiatrically impaired adolescents at Institute of the Pennsylvania Hospital (now Kirkbride Center)

1987-88 **Honors Thesis Research:** "Loneliness, Social Skills, and Self-Perceptions", Univ. of Rochester. Received High Honors

Teaching Experience

1999- **Adjunct Faculty**, Immaculata University

Activities: Taught an average of 4 graduate-level psychology courses per year in the university's masters and doctoral program; served on dissertation committees; oversaw doctoral students' independent projects.

Primary courses: Treatment of Children and Adolescents; Professional Issues and Ethics; Cognitive-Behavioral Theory and Therapy; Existential-Humanistic Theory and Therapy; Human Sexuality and Dysfunction, Clinical Supervision and Consultation; Group Dynamics; Family Counseling.

2003- **Clinical Assistant Professor**, Philadelphia College of Osteopathic Medicine

1999-2003 **Presenter**, CASSP Institute Harrisburg, PA

Activities: Provide state-sponsored trainings regarding child/adolescent services to behavioral health professionals, teachers and families throughout southeastern Pennsylvania. Topics have included issues such as clinical supervision, discharge planning, writing effective treatment plan, writing skills for managed care and various clinical diagnostic categories.

1991-92 **Instructor**, Theories of Personality; Psychopathology, Temple University

1990-92 **Psychological Assessment Course Supervisory Assistant**, Clinical Psychology Program, Temple University.

1986 **Teaching Assistant**, Introductory Psychology, University of Rochester

Publications

Zuckerman, M., Fischer, S.A., Osmun, R.W., Winkler, B.A., & Wolfson, L.R. (1987). Anchoring in lie detection revisited. Journal of Nonverbal Behavior, 11(1), 4-12.

Zuckerman, M., Colwell, E.L., Darche, P.R., Fischer, S.A., Osmun, R.W., Spring, D.D., Winkler, B.A., & Wolfson, L.R. (1988). Attributions as inferences and explanations: Effects on discounting. Journal of Personality and Social Psychology, 54(6), 1006-1019.

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

	Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990
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Licensure and Certification:

	Diplomate, National Board of Medical Examiners	1987
	Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
	New Hampshire Medical Licensure - #7851	1988 - present
	Vermont Medical Licensure - #8369	1991 - present

Academic Appointments:

	Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
	Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
	Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
	Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH 2016 – present

Nashua Brookside Hospital, Nashua, NH 1988-1990

Experience:

2007-present Medical Director, West Central Behavioral Health
Lebanon, NH

- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH

- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present Private Practice, general psychiatry, White River Junction, VT

1993-1995 Staff Psychiatrist, Counseling Center of Lebanon
West Central Behavioral Health, Lebanon, NH

1990-1991 Research Associate with George Vaillant, M.D.
Institute for the Study of Adult Development
Dartmouth Medical School, Hanover, NH

1982 Editor, Motherhood and Childbirth Project
Women's Studies Research Center
University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor
Wisconsin Clinical Cancer Center
University of Wisconsin Hospitals & Clinics
Madison, WI

Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

American Association of Community Psychiatrists
American Medical Women's Association
American Psychiatric Association
Association for Women in Psychiatry
National Alliance for the Mentally Ill
New Hampshire Medical Society
New Hampshire Psychiatric Association
Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum, Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator, Dartmouth Medical School fourth year course, Department of Family and Community Medicine	1995
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH
The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group 1993 - present
Co-organized Women and Psychiatry module 1989 - 1997
in psychiatry residency curriculum, DHMC, Lebanon, NH
Cofounder, regional conference, women & psychiatry 1993 - 1994
Women's Health Faculty Study Group 1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum 1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.
"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.
"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.
"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.
"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.
"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.
"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.
"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.
"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.
"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.
"Psychiatric Aspects of Pregnancy and the Puerperium." Psychiatry residency seminar, DHMC, April 1993.
"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.
"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.
"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

Roston, D. An extraordinary team. *Community Psychiatrist*. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. *Death Studies*. 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017.
<https://doi.org/10.1080/07481187.2017.1335547>.

Vaillant, GE, Orav, J, Meyer, S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. *Intl. Psychogeriatrics* 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. *Psychiatric Times*. Oct. 1993.
Roston, D. On Studying Anatomy. *Academic Medicine*. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

Diane Roston, M.D.
Medical Director
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
603-448-0126
droston@wcbh.org

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

- July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.
- July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.
- July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.
- July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.
- January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.
- September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.
- Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

- May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.
- August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.
- May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.
- November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.
- August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Cynthia A. Twombly, MA, MBA, LCMHC

Professional Experience

West Central Behavioral Health, Lebanon, NH

2/2009 - Present

Vice President Operations

Member of the Executive leadership team responsible for strategic planning, fiscal management, policy setting, and employee relations for a community behavioral health system servicing New Hampshire's Sullivan and Lower Grafton Counties. Work in conjunction with CEO and other members of the Executive Team assessing overall organizational performance against annual budget and business goals. Work collaboratively to develop agency's long-range strategies and solutions to complex issues that arise making sure to optimize resources and minimize risk.

Provide leadership for professional staff in management roles including Quality Improvement, Information Technology, Facilities Management, Administrative Support, Patient Registration, Medical Records, Safety and Child Impact for the agency's six outpatient locations, a senior 16 bed residential facility (Arbor View) and administration facilities.

- Direct oversight of system wide compliance with state, federal, and managed care regulatory requirements and standards.
- Direct the process of continuous process improvement to increase work flow efficiencies and eliminate redundancies for front office, clinical documentation requirements and quality improvement.
- Assess, monitor and impact the agency's managed care quality measures reporting requirements and pay for performance initiatives.
- Oversee and responsible for the application process and reporting requirements for Center of Medicaid and Medicare Services' Merit-Based Incentive Payment System (MIPS), Physician Quality Reporting System (PQRS), the Meaningful Use Incentive, State of NH DHHS and Integrated Delivery Network (IDN) quality reporting measures.
- Assessed and directed the agency's operational needs and implementation of new IT/Software systems: 2 electronic medical records, operations reports system and E-Prescribing.
- Participate as a member of the Internal Quality Improvement Committee developing and implementing agency policy and monitoring procedures.
- Participate as a member of external committees and stakeholders:
 - Integrated Delivery Network (IDN-1) Integrated Care Implementation Committees (4)
 - Greater Sullivan County Public Health Network strategizing and implementing public health improvements.
 - NH Citizen's Health Initiative Behavioral Health Integration Learning Collaborative
 - Upper Valley & Greater Sullivan County Emergency Preparedness Assessment and Strategy Development Committees
- Provide leadership and guidance implementing the agency's goals as a member of the New England Practice Transformation Network initiative that is charged to improve quality care and impact health care reform by CMS.
- Contribute to the Board of Directors Development Committee as a member supporting fundraising and advocacy for
- Provided leadership to the agency's signature 2 day fundraiser including oversight of Steering Committee and 50+ event volunteers.
- Collaboratively developed the agency's annual \$10 million budget with previous Chief Financial Officer's including working with Clinical Program Directors on budget planning and forecasting.
- Directed the relocation process impacting four Sullivan County outpatient facilities including lease negotiation, facility fit-up/design, and sale of real estate.

Center for Life Management, Derry, NH

10/2007 - 1/2009

Director, Integrated Care

- Developed an Integrated Service Delivery Model including operations, financial projections, policies, and marketing strategy targeted to Primary Care and Specialty Physician practices for growth and development of services into locations within the Rockingham County region.
- Developed new programs and services in collaboration with Parkland Medical Center's Executive Team. Developed and maintained physician relationships to increase referral base and improve quality of care for patients.
- Improved community awareness and brand through a collaborative effort with marketing consultant including development and production of a regional community television program and a testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development
- Contributed to of the Board of Directors Development Committee as member supporting fundraising and advocacy for CLM.

Affiliated with Nashua Medical Group, Harvard Pilgrim Health Plan, Nashua, NH

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Coached/trained individuals and groups in skills for career development, work relationship dynamics, problem solving, goal setting, personality preference/typing, stress management and wellness.
- Contracted EAP consultant/counselor services to local businesses and corporations.
- Provided corporate and business training in leadership, team development/dynamics, effective communication, conflict resolution, and stress and change management.

Southern NH Health Systems, Nashua, NH

10/1998 - 8/2001

Director

- Contributed to the strategic planning, development and implementation of an integrative prevention health center including staffing of providers and administration, fit-up, design, operations, forecasting and budgetary responsibilities.
- Participated in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media role-out.
- Recruitment and hiring of physicians, support staff and allied health professionals.

Center for Life Management, Salem, NH

5/1997 - 2000

Fee for Service Clinician

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.

Southern NH Health Systems, Nashua, NH

5/1993 - 10/1998

Cardio-Pulmonary Rehab, Clinical

- Developed and managed chronic disease and prevention programs within the Cardio-Pulmonary and Community Health Department.
- Provided physical conditioning, reconditioning, risk factor reduction and education through exercise prescription, supervised exercise and educational programs.
- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.
- Participated as a member for the development and management of hospital wide wellness programs and pain management committees.

Nashua Downtown Development, Nashua, NH

9/1987 - 2/1993

Business/Community Development Director

- Reported directly and accountable to Board of Directors.
- Budgetary responsibility and fiscal management
- Recruited/solicited businesses to relocate/expand to the Downtown region of Nashua, NH.
- Responsible for all media communications including television, radio and newspapers.
- Wrote and published a quarterly newsletter.
- Advocated/collaborated with city and state government, arts, business, property owners and corporate leaders to support the mission of the organization.
- Developed and oversaw large scale community events for the region.

Additional Previous Experience:

Wellness Consultants of New England - Owner

- Provided corporate wellness, fitness and health education program services.

Matthew Thornton Health Plan

- Wellness Educator for the health plan's corporate employers provided cholesterol and glucose screening, fitness assessments, wellness education for the health plan's corporate employers in New England.

Sanders Associates, Nashua, NH

- Cost Accountant in a manufacturing defense corporation

Education

Masters in Business Administration - Rivier College, 2001
Masters of Arts, Department of Education, Counseling - Rivier College, 1997
Bachelors of Arts, Department of Psychology, Psychology - Rivier College, 1993
Associates Degree, Department of Business, Accounting - Hesser College, 1987

Professional Clinical License/Certifications

Licensed Clinical Mental Health Counselor - State of NH #336, 1999 - Present
Exercise Specialist Certification - Springfield College, 1985

Clinical Mental Health Counselor Internship

Center for Life Management, Salem, NH - 9/1996 - 5/1997

Adjunct Faculty Academic Posts

Granite State College, Psychology Department, Lebanon, NH, 1/2011 - 12/2011
Courses facilitated: Human Development
Abnormal Psychology

Rivier College, Graduate Business Department, Nashua, NH, 1/2002 - 6/2007
Courses facilitated: MBA Program: Health Care Administration
Marketing
Strategic Marketing Management

New Hampshire Community College, Psychology and Human Services Departments,
Nashua, NH, 8/2001 - 6/2007
Courses facilitated: Human Relations in the Organization
Human Development
Introduction to Psychology
Family Assessment and Dynamics

Community Leadership

VNH of NH and VT - Board Trustee - 2016 - Present
Chair - VNH of NH and VT Governance Committee - 2017 - Present
VNH of NH and VT - CEO Search Committee Member - 2017 - 2018
Upper Valley Leadership Governance Committee 2017- Present
Upper Valley Leadership Institute - Class 2016
Toastmasters International, Manchester, NH - 2005 - 2009
South Pines Homeowners Association, Conway, NH - Treasurer - 2006 - Present
City of Nashua, Mayor Donchess's Childcare Commission - Former
YWCA, Nashua, NH - Board Member - Former

ROBERT GONYO



JOB OBJECTIVE

To secure a challenging position in Accounting/Business Management to utilize my knowledge, skills and experience.

EXPERIENCE

Chief Financial Officer

2017 - Present

Oversees the management and coordination of all fiscal reporting activities for the Agency. Responsible for developing and maintain systems of internal controls to safeguard financial assets of the Agency and ensure compliance with GAAP principles and applicable federal, state and local regulatory laws, rules for financial and tax reporting.

Accounting Manager

Lake Sunapee Bank

Newport, New Hampshire

2014 - 2017

Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services. Work with external and internal auditors to provide accounting related documentation needed for audits. Review and approve the distribution of checks issued by Accounts Payable. Manage monthly recurring and non-recurring accruals and review of overall expenses. Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations. Responsible for accounting and reporting of \$188 million dollars of bank owned investments. Monitor and adjust pledged deposits weekly based on current market values of investments. Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston. Experience working with Jack Henry banking software and Fiserv investment software. Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

Revenue Manager

Lutheran Social Services / Ascentria Care Alliance

Concord, New Hampshire

2013 - 2014

Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries. Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties. Monitor and manage any identified disruptions or delays within the revenue cycle. Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables. Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions. Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants. Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized. Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures. Knowledge of contract principles, laws, statues, Executive Orders, regulations and procedures.

Fiscal Director

Community Alliance of Human Services

Newport, New Hampshire

2008 - 2013

Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements. Post all general ledger entries and reconcile all bank accounts. Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts. Responsible for preparing annual operating budgets for a multi company organization. Manage daily cash flow requirements. Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and assisted with grant writing proposals. Work with Board of Director's, management team

and staff to provide financial analysis. Oversee annual certified audit. Perform monthly financial statement reviews with Directors. Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing. Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex. Responsible for completing annual Medicare Cost Report for a Home Health Agency. Manage and direct Staff Accountant.

Robert Gonyo

Page 2

Revenue Control Accountant
NFI North
Contoocook, New Hampshire

2003 - 2008

Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation. Review bi-monthly billings for accuracy and tie revenue amounts back to program census. Member of Software Selection Committee charged with selecting a new client data management system for entire agency. Worked to set up finance module of new client data management system allowing a seamless transition to the new software. Produce monthly cash flow showing six months actual and 6 months projections. Update management team on a weekly basis of the cash flow status. Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly. Calculate allowance for doubtful accounts. Approve monthly reconciliation and weekly batches for accounts payable. Perform monthly budget reviews with Program Managers. Work with billing department to develop and institute rebilling and collection procedures.

Controller
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

2002 - 2003

Responsible for producing monthly financial statements for two publications. Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast. Developed inventory controls allowing daily updates of newsprint inventory levels. Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures. Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices. Work with management and staff to provide analysis and support. Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results. Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller
Merriam-Graves Corporation
Charlestown, New Hampshire

1998 - 2002

Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements. Manage daily cash flow and line of credit for all locations. Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds. Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs. Provide analysis and support to all levels of management and staff. Ensure the accuracy of month-end closings and the integrity of the general ledger. Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit. Design and maintain internal controls, standardize internal policy and procedures throughout the company. Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management. Successfully integrated 5 acquisitions into the corporate financial structure. Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1992 - 1998

Responsible for producing detailed monthly financial statements with statistical highlights on a IBM AS/400 for 26 branches, 9 corporations and 2 consolidations. Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion. Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the

financial reporting process which resulted in more accurate and timely monthly financial statements. Assisted with the developing and preparation of the annual operating budgets. Managed daily cash flow requirements with access to \$5,000,000 line of credit. Responsible for management and reporting of approximately \$3,000,000 accounts receivable. Managed and calculated salesman commission and branch manager bonus programs. Assisted with annual certified audit.

Robert Gonyo

Page 3

Staff Accountant
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

1988 - 1992

Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches. Implemented AS/400 based fixed asset system. Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel. Set up and maintained multi state sales tax exemption files.

Office Administrator
Suburban Realty, Inc.
Manchester, New Hampshire

1984-1987

Responsible for managing all bookkeeping and administrative functions. Implemented advertising program which allowed equal exposure for all listed properties.

E D U C A T I O N

Bachelor of Science degree in Accounting
New Hampshire College
Manchester, New Hampshire

P E R S O N A L

Married
Hobbies - Gardening & Photography
Serves as the Board Treasurer to Housing
for the Elderly and Handicapped of
Newport, Inc.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: West Central Services, Inc.

Name of Program/Service: Substance Use Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Roger Osmun, President & CEO	\$170,000	0.00%	\$0.00
Robert Gonyo, CFO	\$92,700	2.50%	\$2,317.50
Nancy Nowell, VP Clinical Services	\$97,850	2.50%	\$2,446.25
Cynthia Twombly, VP Operations	\$92,700	1.00%	\$927.00
Diane Roston, Medical Director	\$83,171	0.50%	\$415.86
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$6,106.61

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-03)

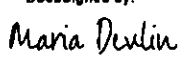
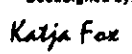
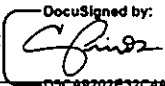
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NHNN, Inc.		1.4 Contractor Address 122 Market St. Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,029,677
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/16/2020		1.12 Name and Title of Contractor Signatory Maria Devlin President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/17/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/17/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.

1.4. Clinical Services

- 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
- 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
- 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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- 1.4.3.3. The administrative discharge policy and the grounds for administrative discharge;
- 1.4.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
- 1.4.3.5. The requirement that each client must sign documentation to confirm orientation was conducted, which will be maintained in the client record.
- 1.4.4. The Contractor shall conduct an HIV/AIDS screening upon a client's admission to treatment, which includes:
 - 1.4.4.1. The provision of information;
 - 1.4.4.2. Risk assessment;
 - 1.4.4.3. Intervention and risk reduction education, and
 - 1.4.4.4. Referral for testing, if appropriate, within seven (7) days of admission.
- 1.5. State Opioid Response (SOR) Grant Standards
 - 1.5.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
 - 1.5.2. The Department shall be able to verify that individual referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.
 - 1.5.3. The Contractor shall provide Medication Assisted Treatment (MAT) only with FDA-approved MAT for Opioid Use Disorder (OUD), which includes:
 - 1.5.3.1. Methadone.
 - 1.5.3.2. Buprenorphine products, including:
 - 1.5.3.2.1. Single-entity buprenorphine products;
 - 1.5.3.2.2. Buprenorphine/naloxone tablets;
 - 1.5.3.2.3. Buprenorphine/naloxone films; and
 - 1.5.3.2.4. Buprenorphine/naloxone buccal preparations.
 - 1.5.3.3. Long-acting injectable buprenorphine products.
 - 1.5.3.4. Buprenorphine implants.
 - 1.5.3.5. Injectable extended-release naltrexone.

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.
- 1.6. Transition Plan
 - 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
 - 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.
- 1.7. Resiliency and Recovery Oriented Systems of Care
 - 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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projects that may be similar in nature or impact the same populations.

1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network

1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:

1.7.1.4.1. Ensuring timely admission of individuals to services.

1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.

1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.

1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.

1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

1.7.2. The Contractor shall provide services relevant to individual needs in a culturally competent manner that addresses the diversity of the individuals served.

1.7.3. The Contractor shall provide services that are trauma informed.

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving 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.
- 1.8.3. The Contractor shall provide Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. The Contractor shall ensure intensive outpatient treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. The Contractor shall ensure services for adults are provided at least 9 hours a week and services for adolescents are provided at least 6 hours a week.
- 1.8.4. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.9. Recovery Support Services

- 1.9.1. The Contractor shall provide recovery support services that remove barriers to an individual's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.
- 1.9.2. The Contractor shall provide recovery support services in coordination with providing services in Paragraph 1.8.1 through 1.8.4 to an individual, as follows:

1.9.2.1. Intensive Case Management

- 1.9.2.1.1. The Contractor shall provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27:

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**Comprehensive Case Management for
Substance Abuse Treatment**

**1.9.2.2. Transportation for Pregnant Women and Parenting
Individuals:**

1.9.2.2.1. The Contractor shall provide transportation services to pregnant women and parenting individuals to and from services, as required by the individual's treatment plan.

1.9.2.2.2. The Contractor may use Contractor-owned vehicles; purchase public transportation passes; or pay for cab fare. The Contractor shall:

1.9.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

1.9.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

1.9.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

1.9.2.3. Child Care for Parenting Individuals:

1.9.2.3.1. The Contractor shall provide child care to children of parenting individuals while the individual is in treatment and case management services.

1.9.2.3.2. The Contractor may directly provide child care or pay for childcare provided by a licensed childcare provider.

1.9.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations, including but not limited to New Hampshire

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**Administrative Rule He-C 4002 Child Care
Licensing.**

1.10. Enrolling Individuals for Services

- 1.10.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.10.2. The Contractor shall 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. The Contractor shall:
 - 1.10.2.1. Ensure all attempts at contact are documented in the individual record or call log;
 - 1.10.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
 - 1.10.2.3. Provide the client, 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 charges; and
 - 1.10.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.10.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.10.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.10.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

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- 1.10.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
- 1.10.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.10.6.2. During treatment only when determined by a Licensed Counselor.
- 1.10.7. The Contractor shall either complete clinical evaluations in Paragraph 1.10.6, above before admission or Level of Care Assessments in Paragraph 1.10.3, above before admission along with a clinical evaluation in Paragraph 1.10.6, above after admission.
- 1.10.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
- 1.10.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.10.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.10.8.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.10.8.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.10.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.10.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
- 1.10.9.1. Pregnant women and Individuals 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 of the

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Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

- 1.10.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
- 1.10.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.10.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.10.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.10.9.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.10.9.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.10.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.10.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.10.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.9.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.9.5. Individuals with Opioid Use Disorders.
- 1.10.9.6. Veterans with substance use disorders
- 1.10.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

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- 1.10.9.8. Individuals who require priority admission at the request of the Department.
- 1.10.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.10.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.10.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
- 1.10.12.1. The Division for Children, Youth and Families (DCYF).
 - 1.10.12.2. Probation and parole programs.
 - 1.10.12.3. Doorways.
- 1.10.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.10.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.10.15. The Contractor shall not deny services to an adolescent due to:
- 1.10.15.1. The parent's inability and/or unwillingness to pay the fee; or
 - 1.10.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.16. The Contractor shall provide services to eligible individuals who:
- 1.10.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.10.16.2. Have co-occurring mental health disorders; and/or
 - 1.10.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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- 1.10.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.10.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.10.18.1. Kitchens.
 - 1.10.18.2. Group rooms.
 - 1.10.18.3. Recreation rooms and/or areas.
- 1.11. Denial of Services
 - 1.11.1. The Contractor shall ensure individuals who are denied services:
 - 1.11.1.1. Are informed of the reason for denial; and
 - 1.11.1.2. Receive assistance with identifying an accessing appropriate available treatment.
 - 1.11.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.11.2.1. Previously left treatment against the advice of staff;
 - 1.11.2.2. Relapsed from an earlier treatment;
 - 1.11.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.11.2.4. Has been diagnosed with a mental health disorder.
- 1.12. Waitlists
 - 1.12.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
 - 1.12.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.
- 1.13. Assistance with Enrolling in Insurance Programs
 - 1.13.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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- 1.13.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.
- 1.13.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.14. Service Delivery Activities and Requirements

1.14.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

- 1.14.1.1. All policies and procedures are reviewed and revised, as necessary.
- 1.14.1.2. All staff providing services receive training on policies and procedures currently in place.
- 1.14.1.3. Maintenance of specific policies that include, but are not limited to:
 - 1.14.1.3.1. Client rights, grievance and appeals policies and procedures.
 - 1.14.1.3.2. Progressive discipline, leading to administrative discharge.
 - 1.14.1.3.3. Reporting and appealing staff grievances.
 - 1.14.1.3.4. Policies on client alcohol and other drug use while in treatment.
 - 1.14.1.3.5. Policies on client and employee smoking.
 - 1.14.1.3.6. 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.
 - 1.14.1.3.7. Policies and procedures for holding a client's possessions.
 - 1.14.1.3.8. Secure storage of staff medications.
 - 1.14.1.3.9. A client medication policy.
 - 1.14.1.3.10. Urine specimen collection, as applicable, that:

1.14.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and

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- 1.14.1.3.10.2. Minimize falsification.
 - 1.14.1.3.11. Safety and emergency procedures on:
 - 1.14.1.3.11.1. Medical emergencies;
 - 1.14.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.14.1.3.11.3. Reporting employee injuries;
 - 1.14.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.14.1.3.11.5. Emergency closings; and
 - 1.14.1.3.11.6. Posting of the above safety and emergency procedures.
 - 1.14.1.3.12. 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).
 - 1.14.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
 - 1.14.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.14.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
- 1.14.2.1. During initial contact.
 - 1.14.2.2. During screening.
 - 1.14.2.3. At intake.
 - 1.14.2.4. During admission.
 - 1.14.2.5. During on-going treatment services.
 - 1.14.2.6. At discharge.
- 1.14.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:

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- 1.14.3.1. During initial contact.
- 1.14.3.2. During screening.
- 1.14.3.3. At intake.
- 1.14.3.4. During admission.
- 1.14.3.5. During on-going treatment services.
- 1.14.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.14.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.14.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.14.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
 - 1.14.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.14.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:
 - 1.14.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.14.5.1.1. Specific with clearly defined action steps;
 - 1.14.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.14.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.14.5.1.4. Realistic while ensuring the resources are available to the individual; and

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- 1.14.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.14.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.14.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.14.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.14.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.14.5.3.3. The counselor's assessment of whether the individual 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; and
 - 1.14.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.14.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.
- 1.14.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
 - 1.14.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.14.6.2. Ensure providers include, but are not limited to:
 - 1.14.6.2.1. A primary care provider, as appropriate.
 - 1.14.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.

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- 1.14.6.2.3. Medication assisted treatment provider, as appropriate.
- 1.14.6.2.4. Peer recovery support provider, as appropriate.
- 1.14.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.14.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.14.6.3.2. Meet with individuals to describe available services; and
 - 1.14.6.3.3. Engage individuals in peer recovery support services as applicable.
- 1.14.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
- 1.14.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.14.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.14.6.5.2. Probation and/or parole programs, as applicable
 - 1.14.6.5.3. The Doorways, as applicable.
- 1.14.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.14.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:
 - 1.14.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
 - 1.14.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.14.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the

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individual to continue working toward his or her treatment goals; or

1.14.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or

1.14.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

1.14.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:

1.14.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

1.14.7.3.2. Transfer or Discharge Criteria B: The individual has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The Contractor has determined the individual achieved the maximum possible benefit from engagement

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in services at the current level of care. The Contractor shall ensure treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

1.14.7.3.3. Transfer or Discharge Criteria C: The individual has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). The Contractor shall ensure treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

1.14.7.3.4. Transfer or Discharge Criteria D: The individual has experienced an intensification of problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

1.14.7.4. Include clear documentation that explains why continued services, transfer or discharge is necessary for Transitional Living.

1.14.8. The Contractor shall deliver services using evidence based practices, as demonstrated by meeting one of the following criteria:

1.14.8.1. Ensuring services are included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center;

1.14.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or

1.14.8.3. Ensuring services are based on a theoretical perspective that has validated research.

1.14.9. The Contractor shall deliver services in this Contract in accordance with:

1.14.9.1. The ASAM Criteria (2013). The ASAM Criteria (2013).

1.14.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).

1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.15. Individual and Group Education

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- 1.15.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
 - 1.15.1.1. Hepatitis C Virus (HCV).
 - 1.15.1.2. Human Immunodeficiency Virus (HIV).
 - 1.15.1.3. Sexually Transmitted Diseases (STD).
 - 1.15.1.4. Tobacco Treatment Tools that include:
 - 1.15.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
 - 1.15.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.
- 1.15.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.

1.16. Medication Services

- 1.16.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
- 1.16.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
 - 1.16.2.1. The client's name;
 - 1.16.2.2. The medication name and strength;
 - 1.16.2.3. The prescribed dose;
 - 1.16.2.4. The route of administration;
 - 1.16.2.5. The frequency of administration; and
 - 1.16.2.6. The date ordered.
- 1.16.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.16.4. The Contractor shall ensure 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, are stored as follows:

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- 1.16.4.1. All medications are kept in a storage area that is:
 - 1.16.4.1.1. Locked and accessible only to authorized personnel;
 - 1.16.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.16.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.16.4.1.4. Equipped to maintain medication at the proper temperature.
- 1.16.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
- 1.16.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.16.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.16.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.16.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.16.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.16.6.3. OTC medication containers are 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.
- 1.16.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.16.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.16.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and

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- 1.16.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.16.8. The Contractor shall document in an individual client medication log:
 - 1.16.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.16.8.2. The date and the time the medication was taken;
 - 1.16.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.16.8.4. The reason for any medication refused or omitted.
- 1.16.9. The Contractor shall ensure upon a client's discharge that:
 - 1.16.9.1. The medication log is included in the client's record; and
 - 1.16.9.2. The client is provided with remaining medication to take with him or her
- 1.17. Tobacco Free Environment
 - 1.17.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
 - 1.17.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
 - 1.17.1.2. Apply to employees, individuals and employee or individual visitors.
 - 1.17.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 1.17.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
 - 1.17.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.
 - 1.17.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 1.17.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
 - 1.17.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches,

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must be extinguished and disposed of in appropriate containers.

1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.

1.17.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

1.17.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.17.3. The Contractor shall ensure the tobacco free environment policy is:

1.17.3.1. Posted in the Contractor's facilities.

1.17.3.2. Posted in all Contractor vehicles.

1.17.3.3. Included in employee, individual, and visitor orientations.

1.17.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.

1.18. Staffing

1.18.1. 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.

1.18.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:

1.18.2.1. Job title;

1.18.2.2. Physical requirements of the position;

1.18.2.3. Education and experience requirements of the position;

1.18.2.4. Duties of the position;

1.18.2.5. Positions supervised; and

1.18.2.6. Title of immediate supervisor.

1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

1.18.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.

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- 1.18.3.2. 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.
- 1.18.3.3. 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:
 - 1.18.3.3.1. Felony convictions in this or any other state;
 - 1.18.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.18.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.18.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.18.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 1.18.4.2. Do not exceed the criminal background standards established above;
 - 1.18.4.3. Are licensed, registered or certified as required by state statute and as applicable;
 - 1.18.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
 - 1.18.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 1.18.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 1.18.4.4.3. Confidentiality requirements;
 - 1.18.4.4.4. Grievance procedures for both clients and staff;
 - 1.18.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;

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- 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.18.4.4.7. The Contractor's infection prevention program;
- 1.18.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.18.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.18.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.18.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.18.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.18.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
 - 1.18.5.1.1. The name of the examinee.
 - 1.18.5.1.2. The date of the examination.
 - 1.18.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
 - 1.18.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
 - 1.18.5.1.5. The dated signature of the licensed health practitioner.
 - 1.18.5.2. Are 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
 - 1.18.5.3. 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

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contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.

- 1.18.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.18.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.18.7.1. A completed application for employment or a resume, including:
 - 1.18.7.1.1. Identification data; and
 - 1.18.7.1.2. The education and work experience of the employee.
 - 1.18.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.18.7.2.1. Position title;
 - 1.18.7.2.2. Qualifications and experience; and
 - 1.18.7.2.3. Duties required by the position.
 - 1.18.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
 - 1.18.7.4. A signed and dated record of orientation.
 - 1.18.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
 - 1.18.7.6. Records of screening for communicable diseases results required above.
 - 1.18.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
 - 1.18.7.8. Documentation of annual in-service education.
 - 1.18.7.9. Information on the general content and length of all continuing education or educational programs attended.

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- 1.18.7.10. 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.
- 1.18.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.18.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.18.7.11.2. 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
 - 1.18.7.11.3. 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
 - 1.18.7.11.4. Documentation of the criminal records check.
- 1.18.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 1.18.8.1. A minimum of one (1) licensed supervisor, defined as:
 - 1.18.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 1.18.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 1.18.8.1.3. Licensed mental health provider.
 - 1.18.8.2. Sufficient staffing levels that are appropriate for the services provided and the number of individuals served including but not limited to:
 - 1.18.8.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

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- 1.18.8.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.18.8.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.
- 1.18.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.
- 1.18.9. The Contractor shall ensure no more than 12 staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
 - 1.18.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
 - 1.18.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 1.18.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.18.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.

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- 1.18.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.18.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.18.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.18.14. The Contractor shall ensure supervision includes the following techniques:
 - 1.18.14.1. Review of case records;
 - 1.18.14.2. Observation of interactions with clients;
 - 1.18.14.3. Skill development; and
 - 1.18.14.4. Review of case management activities.
- 1.18.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.18.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.18.17. The Contractor shall provide training to staff on:
 - 1.18.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.18.17.2. The 12 Core Functions;
 - 1.18.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.18.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.

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- 1.18.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
- 1.18.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.18.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.18.20. 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 and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.18.21. 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.
- 1.18.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
- 1.18.22.1. A Department-approved ethics course;
 - 1.18.22.2. A Department-approved course on the 12 Core Functions;
 - 1.18.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.18.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.18.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.18.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.18.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date of the

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individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:

- 1.18.25.1. The contract requirements.
- 1.18.25.2. All policies and procedures provided by the Department.
- 1.18.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.18.26.1. Hepatitis C (HCV);
 - 1.18.26.2. Human immunodeficiency virus (HIV);
 - 1.18.26.3. Tuberculosis (TB); and
 - 1.18.26.4. Sexually transmitted diseases (STDs).

1.19. Facilities License

- 1.19.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.19.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.
- 1.19.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.20. Inspections

- 1.20.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
 - 1.20.1.1. A reception area separate from living and treatment areas;
 - 1.20.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
 - 1.20.1.3. Secure storage of active and closed confidential client records; and
 - 1.20.1.4. Separate and secure storage of toxic substances.
- 1.20.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 1.20.2.1. The facility premises;
 - 1.20.2.2. All programs and services provided under the contract; and
 - 1.20.2.3. Any records required by the contract.

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- 1.20.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
- 1.20.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.21. Web Information Technology System (WITS)

- 1.21.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
- 1.21.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
- 1.21.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
 - 1.21.3.1. Is not entered into the WITS system; and
 - 1.21.3.2. Does not receive services described this contract.
 - 1.21.3.3. Is assisted with finding alternative payers for the required services.
- 1.21.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

1.22. Quality Improvement

- 1.22.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.22.1.1. Participating in electronic and in-person individual record reviews.
 - 1.22.1.2. Participating in site visits.
 - 1.22.1.3. Participating in training and technical assistance activities, as directed by the Department.
- 1.22.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:
 - 1.22.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

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- 1.22.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.
- 1.22.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:
 - 1.22.3.1. Notify the Department within 5 days of identifying the difference; and
 - 1.22.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.
- 1.23. Client Discharge and Transfer
 - 1.23.1. The Contractor may discharge a client from a program due to:
 - 1.23.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.23.1.2. The client terminates from the program due to:
 - 1.23.1.2.1. Administrative discharge;
 - 1.23.1.2.2. Non-compliance with the program;
 - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; and
 - 1.23.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
 - 1.23.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
 - 1.23.2.1. The dates of admission and discharge or transfer.
 - 1.23.2.2. The client's psychosocial substance abuse history and legal history.
 - 1.23.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
 - 1.23.2.4. The reason for discharge or transfer.
 - 1.23.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.

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- 1.23.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.23.2.7. A continuing care plan, including all ASAM domains.
- 1.23.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.23.2.9. The dated signature of the counselor completing the summary.
- 1.23.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.23.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.23.4.1. The discharge summary;
 - 1.23.4.2. 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
 - 1.23.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.23.4.3.1. TB test results;
 - 1.23.4.3.2. A record of the client's treatment history; and
 - 1.23.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.23.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.23.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.23.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.23.5.3. Assists the client in making contact with other agencies or services.
- 1.23.6. The Contractor may administratively discharge a client from a program only if:
 - 1.23.6.1. The client's behavior on program premises is abusive, violent, or illegal;

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- 1.23.6.2. The client is non-compliant with prescription medications;
- 1.23.6.3. 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
- 1.23.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.24. Client Rights

1.24.1. Notice of Client Rights

- 1.24.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.24.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 1.24.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
 - 1.24.1.1.3. Notification of rights are documented in the client record.
 - 1.24.1.1.4. Posting the notices continuously and conspicuously;
 - 1.24.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.
- 1.24.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.25. Administrative Remedies

- 1.25.1. The Department may impose administrative remedies for violations of contract requirements, including:
 - 1.25.1.1. Requiring a Contractor to submit a plan of correction (POC);
 - 1.25.1.2. Imposing a directed POC upon a Contractor;
 - 1.25.1.3. Suspension of a contract; or
 - 1.25.1.4. Revocation of a contract.

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- 1.25.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:
 - 1.25.2.1. Identifies each deficiency;
 - 1.25.2.2. Identifies the specific remedy(s) that has been proposed; and
 - 1.25.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.
- 1.25.3. A POC shall be developed and enforced in the following manner:
 - 1.25.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 1.25.3.1.1. How the Contractor intends to correct each deficiency;
 - 1.25.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
 - 1.25.3.1.3. 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;
 - 1.25.3.2. The Department shall review and accept each POC that:
 - 1.25.3.2.1. Achieves compliance with contract requirements;
 - 1.25.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.25.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.25.3.2.4. Specifies the date upon which the deficiencies will be corrected;
 - 1.25.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
 - 1.25.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
 - 1.25.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;

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- 1.25.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.25.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.25.4.1. Reviewing materials submitted by the Contractor;
 - 1.25.4.2. Conducting a follow-up inspection; or
 - 1.25.4.3. Reviewing compliance during the next scheduled inspection;
- 1.25.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.25.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.25.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 1.25.7.1. 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;
 - 1.25.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.25.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.

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- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.
 - 3.4.1.6. Medical emergency.
 - 3.4.1.7. Restraint.
 - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
 - 3.7.1. When the sentinel even involves any individual receiving services under this contract;

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- 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event; and
- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

- 4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:
 - 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
 - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
 - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;

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- 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
 - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
 - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
 - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.
 - 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

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services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:

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- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Maintenance of Fiscal Integrity

- 7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

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Contractor Initials

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Date 11/16/2020

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7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

7.1.2.2. Formula: Total current assets divided by total current liabilities.

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

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- 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
 - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.

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- 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

9. Facilities Use Agreement

- 9.1. The Contractor shall use the State of New Hampshire owned land and building, located at 15 Brook Street, Manchester, New Hampshire 03103 (from here in after known as 'premises') to provide residential and transitional living services for up to 14 individuals as specified in Paragraph 1.8.4.
- 9.2. The Contractor shall have the appropriate licenses and permits in accordance with Subsection 1.19 Facilities License.
- 9.3. The Contractor shall have the right to use onsite parking lot. No reserved parking is provided as part of this Agreement.
- 9.4. The Contractor has inspected and knows the Condition of the premises identified in Subsection 9.1 above.
- 9.5. The Contractor shall obtain prior written consent, which shall not be unreasonably withheld or delayed, from the Department for additions, alterations, or improvements to the premises.
- 9.6. The Contractor shall ensure that all work, repairs, renovations and/or replacements approved by the Department in Subsection 9.5 are guaranteed by the contractors completing the work, against defects resulting from the use of

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inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.

- 9.7. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department is rendered necessary as a result of the use of materials, equipment or workmanship that are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Department, and at the Contractor's own expense:
 - 9.7.1. Place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein;
 - 9.7.2. Repair all damage to the building or site, or equipment or contents thereof, which in the opinion of the Department, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
 - 9.7.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 9.8. The Contractor shall use and occupy the premises in Subsection 9.1 at the expense of the Contractor.
- 9.9. The Contractor shall maintain building maintenance to include normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances).
- 9.10. The Contractor shall maintain and repair the roof, boiler, plumbing systems, and electrical systems.
- 9.11. The Contractor shall make repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.
- 9.12. The Contractor shall be subject to rules and regulations as the State may prescribe from time to time, which may include, but are not limited to:
 - 9.12.1. Meeting the Department's Health Facilities Administration requirements.
 - 9.12.2. Meeting the City of Manchester requirements.
 - 9.12.3. Meeting the State of New Hampshire Public Works Department requirements.
- 9.13. The Contractor shall pay for all utilities including, but not limited to:
 - 9.13.1. Electricity;
 - 9.13.2. Heating oil;
 - 9.13.3. Water; and
 - 9.13.4. Sewer.

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- 9.14. The Contractor shall establish accounts for all utilities in the name of the Contractor, with the Department named as "second" on each utility account, ensuring that invoices for each utility are sent directly to, and paid by the Contractor.
- 9.15. The Contractor shall have a Liaison and backup to develop a Maintenance Checklist for routine repairs and maintenance, ensuring:
- 9.15.1. The Maintenance Checklist shall be available for the Department to review and prioritize during the bi-weekly inspections conducted by the Department.
- 9.15.2. Liaisons shall be the only persons to contact the Department.
- 9.16. The Contractor shall provide grounds services, including janitorial services, snow removal and waste disposal.
- 9.17. The Contractor shall provide all necessary furniture, fixtures, and equipment necessary to provide services.
- 9.18. The Contractor shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.
- 9.19. The Contractor shall, at their own expense, promptly repair or replace to the satisfaction of the Department, property damaged or destroyed by the Contractor or guests, incident to its exercise of the privileges granted.
- 9.20. The Contractor shall pay the Department in the amount sufficient to compensate for the loss sustained by the Department for damage to or destruction of the premises that has not been repaired by the Contractor.
- 9.21. The Contractor shall, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.
- 9.21.1. The Contractor shall report violations immediately to the Department upon discovery. The Contractor shall be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- 9.22. The Contractor shall be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises.

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- 9.23. The Contractor shall assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the premises. The Contractor expressly waives all claims against the Department for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
- 9.24. The Contractor shall indemnify, save, hold harmless and defend the Department, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this use Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the Department, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
- 9.25. The Contractor agrees that on or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the Department, or relinquishment by the Contractor, the Contractor shall vacate the premises and shall, remove all their personal property and restore the premises to a condition satisfactory to the Department, damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor shall fail or neglect to remove their personal property and so restore the premises, then at the option of the State, such property shall either become property of the Department without compensation therefore, or the Department may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- 9.26. The terms of the Use Agreement shall not be transferred or assigned.
- 9.27. The Contractor shall provide all written notices pursuant to this Agreement to the Department at:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

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Payment Terms

1. Source(s) of Funding
 - 1.1. This Agreement is funded by:
 - 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
 - 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN CFDA #93.788/FAIN #TI081685 #TI083326;
 - 1.1.3. 10.829%, general funds; and
 - 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.
 - 1.2. The Source(s) of Funding listed in Section 1.1 represent(s) the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Non Reimbursement for Services
 - 3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:
 - 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
 - 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.

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- 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
 - 3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

- 3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

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- 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.
- 4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. Calculating the Amount to Charge the Department Applicable to All Services
 - 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
 - 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
 - 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
 - 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 11, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
 - 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 11 Sliding Fee Scale, in accordance with the client's applicable income level.
 - 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
 - 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
 - 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
 - 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services
- 6.1. The Contractor may charge the client fees for room and board, in addition to:
 - 6.1.1. The client's portion of the Contract Rate in Exhibit C-1, Service Fee Table, using the sliding fee scale in Table A below, and
 - 6.1.2. The charges to the Department.
 - 6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	\$0
139% - 149%	\$8
150% - 199%	\$12
200% - 249%	\$25

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250% - 299%	\$40
300% - 349%	\$57
350% - 399%	\$77

6.3. The Contractor shall hold 50% of the amount charged to the client, ensuring it is returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, Granite Advantage, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.4.2 and 5.4.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services

8.1. The Contractor shall charge for Intensive Case Management Services in accordance with Section 5 above for clients admitted to programs in accordance to Exhibit B, Scope of Services and only after billing other public and private insurance.

8.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.

8.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

9. Additional Billing Information: Transportation

9.1. The Contractor shall seek reimbursement in accordance with Section 5 and, upon prior approval of the Department, for transportation provided, as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit C-1, Service Fee Table, Table A, for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan.

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9.1.2. If the Contractor's staff works less than a full hour, the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed.

9.1.3. At the actual cost if purchasing transportation passes or paying for cab fare, in order for the client to receive transportation to and from services specified in the client's treatment plan.

9.2. The Contractor shall maintain records and keep receipts to support the cost of transportation and provide records and receipts to the Department upon request.

10. Additional Billing Information: Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided, as follows:

10.1.1. At the hourly rate in Exhibit C-1, Service Fee Table, Table A, when the Contractor's staff provides child care while the client is receiving treatment or recovery support services.

10.1.2. At the actual cost to purchase childcare when provided by a licensed childcare provider.

10.2. The Contractor shall keep and maintain records and receipts to support the costs of childcare and provide records and receipts to the Department upon request.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

11.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

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- 11.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

- 12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 12.1.5. Submit separate batches for each billing month.

- 12.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

- 12.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

- 12.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 12.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

- 12.6. Funds in this contract may not be used to replace funding for a program already funded from another source.

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- 12.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 12.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 12.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 12.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 12.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 12.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 12.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 12.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
 - 14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 14.2.1. Make cash payments to intended recipients of substance abuse services.

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- 14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 14.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

15. Audits

- 15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C**



- 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 15.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

DS
MD

11/16/2020

New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services



Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	\$75.00	Per day
1.6.	Individual Intensive Case Management	\$16.50	15 min
1.7.	Group Intensive Case Management	\$5.50	15 min
1.8.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.9.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider

**New Hampshire Department of Health and Human Services
 Substance Use Disorder Treatment and Recovery Support Services**



Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.10	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.11	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.12	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials MD
Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit D

- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

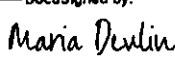
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

11/16/2020

Date

DocuSigned by:

A50017207ME1400
 Name: Maria Devlin
 Title: President & CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

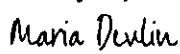
The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/16/2020
Date

DocuSigned by:

 Name: Maria Devlin
 Title: President & CEO

Vendor Initials 
 Date 11/16/2020

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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:

11/16/2020

Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO

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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/16/2020

Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/16/2020

Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials MS



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Contractor Initials MI

Date 11/16/2020



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. MD

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

FIT-NHNN, Inc

The State

Name of the Contractor

Katja Fox

Maria Devlin

Signature of Authorized Representative

Signature of Authorized Representative

katja Fox

Maria Devlin

Name of Authorized Representative

Name of Authorized Representative

Director

President & CEO

Title of Authorized Representative

Title of Authorized Representative

11/17/2020

11/16/2020

Date

Date

DS
MD
Contractor Initials

11/16/2020
Date



New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

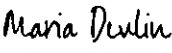
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:


The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/16/2020

Date

DocuSigned by:

 Name: Maria Devlin
 Title: President & CEO

Contractor Initials 
 Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



- whole, must have aggressive intrusion-detection and firewall protection.
- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

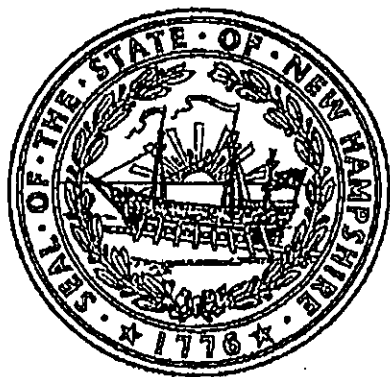
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0004885897



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Scott Ellison, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of FIT/NHNNH, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 16, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

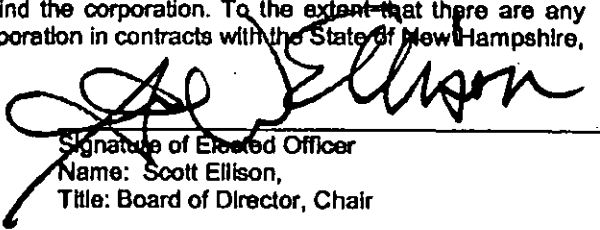
VOTED: That Maria Devlin, President (may list more than one person)
(Name and Title of Contract Signatory)

Is duly authorized on behalf of FIT/NHNNH, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 16, 2020


Signature of Elected Officer
Name: Scott Ellison,
Title: Board of Director, Chair



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C. No, Ext): (603) 225-6611	FAX (A/C. No): (603) 225-7935
	E-MAIL ADDRESS:	
INSURED Families in Transition, Inc. 122 Market St Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Philadelphia Insurance Company	
	INSURER B : Granite State Health Care & Human Services Self Insured Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2077895	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2077898	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB705694	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		HCHS2020000187	2/1/2020	2/1/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

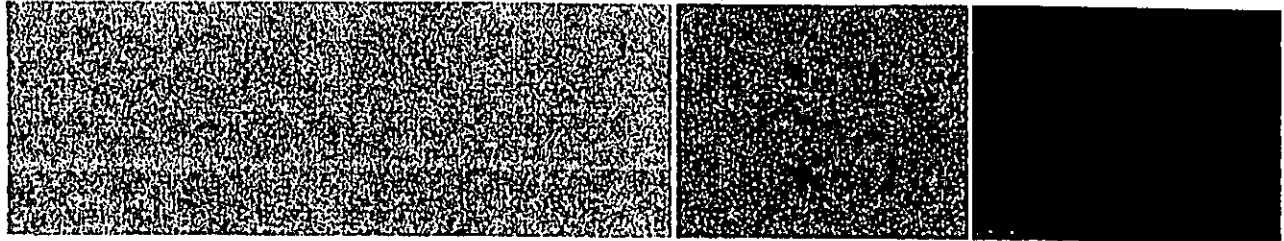
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH DHHS 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Our Mission

The mission of FIT/NHNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



CONSOLIDATED FINANCIAL STATEMENTS

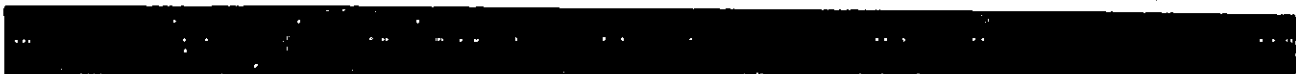
and

SUPPLEMENTARY INFORMATION

December 31, 2019

(With Comparative Totals for 2018)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2019 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2019, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors
FIT/NHNNH, Inc. and Subsidiaries
Page 2

Report on Summarized Comparative Information

We have previously audited the Organization's 2018 consolidated financial statements and, in our report dated March 18, 2019, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2019, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 31, 2020

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2019

(With Comparative Totals for December 31, 2018)

	<u>2019</u>	<u>2018</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Prepaid expenses	65,512	80,007
Due from related parties	-	35,613
Other current assets	<u>59,367</u>	<u>48,110</u>
Total current assets	3,304,052	2,600,317
Replacement reserves	428,390	336,578
Reserve cash designated for properties	1,012,697	718,154
Investments	1,123,413	1,336,584
Investment in related entity	1,000	1,000
Asset held for sale	-	429,779
Property and equipment, net	32,788,053	28,530,819
Development in process	155,686	3,605,450
Other assets	<u>80,638</u>	<u>198,473</u>
Total assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 317,739	\$ 1,116,180
Accounts payable	167,557	249,907
Accrued expenses	372,038	348,095
Due to related entity	-	35,613
Line of credit	-	145,000
Other current liabilities	<u>59,671</u>	<u>82,475</u>
Total current liabilities	917,005	1,977,270
Long-term debt, net of current portion and unamortized deferred costs	<u>15,610,670</u>	<u>13,604,017</u>
Total liabilities	<u>16,527,675</u>	<u>15,581,287</u>
Net assets		
Without donor restrictions - controlling interest	19,284,224	17,778,833
Without donor restrictions - noncontrolling interest	<u>2,602,333</u>	<u>3,209,398</u>
Total without donor restrictions	21,886,557	20,988,231
With donor restrictions	<u>479,597</u>	<u>1,187,636</u>
Total net assets	<u>22,366,154</u>	<u>22,175,867</u>
Total liabilities and net assets	<u>\$ 38,893,829</u>	<u>\$ 37,757,154</u>

The accompanying notes are an integral part of these consolidated financial statements.

FTI/NHNN, INC. AND SUBSIDIARIES
Consolidated Statement of Activities
Year Ended December 31, 2019
(With Comparative Totals for the Year Ended December 31, 2018)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2019	Total 2018
Revenue and support						
Federal, state and other grant support	\$ 4,285,382	\$ -	\$ 4,285,382	\$ 344,151	\$ 4,629,533	\$ 5,115,154
Rental income, net of vacancies	2,359,730	-	2,359,730	-	2,359,730	2,021,485
Thrift store sales	673,555	-	673,555	-	673,555	816,065
Public support	2,060,951	-	2,060,951	-	2,060,951	855,630
Tax credit revenue	268,238	-	268,238	-	268,238	80,000
Special events	518,237	-	518,237	-	518,237	528,910
Developer fees	101,545	-	101,545	-	101,545	68,463
VISTA program revenue	75,968	-	75,968	-	75,968	93,734
Unrealized gain (loss) on investments	252,431	-	252,431	-	252,431	(168,848)
Gain (loss) on disposal of assets	210,190	-	210,190	-	210,190	(10,115)
Interest income	19,328	-	19,328	-	19,328	38,634
In-kind donations	105,484	-	105,484	-	105,484	14,429
Investment income	21,909	-	21,909	-	21,909	99,783
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	674,881	-	674,881	-	674,881	621,957
Other income	228,640	-	228,640	-	228,640	279,420
Net assets released from restrictions	752,339	-	752,339	(782,338)	-	-
Total revenue and support	12,827,290	-	12,827,290	(408,187)	12,419,103	10,294,648
Expenses						
Program activities						
Housing	9,524,438	-	9,524,438	-	9,524,438	8,390,928
Thrift store	417,893	-	417,893	-	417,893	899,374
Total program activities	9,942,401	-	9,942,401	-	9,942,401	9,077,500
Fundraising	1,000,388	-	1,000,388	-	1,000,388	1,131,941
Management and general	1,078,712	-	1,078,712	-	1,078,712	897,234
Total expenses	12,021,601	-	12,021,601	-	12,021,601	11,106,478
Excess (deficiency) of revenue and support over expenses	806,789	-	806,789	(408,185)	398,604	(841,827)
Grants and contributions for capital projects	-	-	-	-	-	660,790
Net assets released for capital projects	299,854	-	299,854	(299,854)	-	-
Effect of consolidation of affiliate	-	-	-	-	-	3,430,951
Partnership distributions	(6,885)	(732)	(7,317)	-	(7,317)	-
Transfer of noncontrolling interest resulting from dissolution of a Limited Partnership	220,195	(220,195)	-	-	-	-
Change in net assets	1,119,163	(220,837)	898,326	(708,039)	190,287	3,149,814
Change in net assets attributable to noncontrolling interest in subsidiaries	389,228	(389,228)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	1,608,391	(607,065)	898,326	(708,039)	190,287	3,149,814
Net assets, beginning of year	17,778,833	3,209,398	20,988,231	1,157,839	22,178,867	19,028,853
Net assets, end of year	\$ 19,294,224	\$ 2,602,333	\$ 21,896,557	\$ 479,897	\$ 22,385,184	\$ 22,178,867

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2019
(With Comparative Totals for the Year Ended December 31, 2018)

	Program Activities				2019 Total	2018 Total
	Housing	Thrift Store	Fundraising	Management and General		
Salaries and benefits						
Salaries and wages	\$ 4,042,182	\$ 248,403	\$ 400,818	\$ 803,738	\$ 5,285,139	\$ 4,682,814
Employee benefits	430,575	11,728	41,883	62,042	546,228	517,504
Payroll taxes	299,750	19,882	30,036	44,292	393,960	353,589
Total salaries and benefits	4,772,507	280,013	472,737	710,070	6,235,327	5,553,907
Other expenses						
Advertising	21,315	29,076	2,441	3,662	56,494	59,032
Application and permit fees	522	-	52	4,341	4,915	1,620
Bad debts	13,402	-	-	-	13,402	28,100
Bank charges	7,982	7,468	872	5,554	21,874	20,865
Condominium association fees	12,072	-	-	-	12,072	-
Consultants	37,115	2,714	4,168	5,377	49,374	29,481
Depreciation	1,024,398	10,304	131,224	73,404	1,239,330	1,111,930
Events	1,789	385	145,581	-	147,755	167,049
Food	124,080	-	-	-	124,080	-
General insurance	146,654	2,331	15,214	11,245	175,444	155,880
Grant expense	-	-	-	-	-	59,149
Interest expense	218,845	660	1,615	538	221,658	229,713
Management fees	6,724	-	-	-	6,724	6,622
Meals and entertainment	3,498	-	466	783	4,747	6,122
Membership dues	6,728	-	757	1,136	8,621	15,989
Merger expenses	110,014	-	-	36,672	146,686	137,747
Office supplies	178,001	8,895	21,594	32,098	238,588	370,155
Participant expenses	139,602	-	-	-	139,602	117,718
Postage	12,557	8	1,493	2,182	16,240	13,365
Printing	35,759	982	4,311	6,309	47,361	40,717
Professional fees	158,731	4,000	12,014	37,895	212,640	169,823
Rental subsidies	332,635	-	-	-	332,635	332,270
Repairs and maintenance	576,605	26,813	73,992	43,911	721,321	482,782
Shelter expense	-	-	-	-	-	166,891
Staff development	34,768	200	4,376	6,538	45,882	39,034
Taxes	365,503	1,709	-	-	367,212	315,920
Technology support	169,707	525	20,752	30,914	221,898	244,811
Telephone	111,116	2,618	9,421	13,981	137,136	112,921
Travel	37,152	2,328	4,881	7,299	51,658	54,172
Utilities	534,278	22,308	60,222	26,851	643,659	613,495
VISTA program	208,887	-	-	-	208,887	320,859
Workers' compensation	123,512	14,630	12,205	17,952	168,299	148,356
Total expenses	\$ 9,524,438	\$ 417,963	\$ 1,000,388	\$ 1,078,712	\$12,021,501	\$11,106,475

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 190,287	\$ 3,149,914
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,253,461	1,125,127
Grants and contributions for capital projects	-	(560,790)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of \$326,551	-	(3,104,400)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gain) loss on investments	(252,431)	168,848
(Gain) loss on disposal of assets	(210,190)	10,115
(Increase) decrease in:		
Accounts receivable	(15,290)	42,130
Grants and contributions receivable	197,125	(334,679)
Prepaid expenses	14,495	(39,301)
Other assets	106,578	(119,810)
(Decrease) increase in:		
Accounts payable	(82,360)	(21,258)
Accrued expenses	23,943	84,806
Due to related party	(36,613)	35,613
Other current liabilities	(22,804)	32,971
Net cash provided by operating activities	<u>1,036,844</u>	<u>338,019</u>
Cash flows from investing activities		
Repayments from (advances to) related parties	35,613	(35,613)
Proceeds from sale of investments	465,602	275,024
Investment in development in process	(523,132)	(1,515,419)
Proceeds from disposal of assets	846,634	-
Acquisition of property and equipment	(1,730,333)	(2,476,109)
Net cash used by investing activities	<u>(905,616)</u>	<u>(3,752,117)</u>
Cash flows from financing activities		
Grants and contributions for capital projects	-	560,790
Net (repayments on) borrowings from line of credit	(145,000)	145,000
Proceeds from long-term borrowings	2,127,975	3,507,201
Payment of financing costs	(31,409)	-
Payments on long-term debt	(771,218)	(223,019)
Net cash provided by financing activities	<u>1,180,348</u>	<u>3,989,972</u>
Net increase in cash and cash equivalents	1,310,676	575,874
Cash, cash equivalents and restricted cash, beginning of year	<u>2,652,765</u>	<u>2,076,891</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Breakdown of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Replacement reserves	428,390	338,578
Reserve cash designated for properties	<u>1,012,597</u>	<u>718,154</u>
	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Supplemental disclosure		
Property and equipment transferred from development in process	<u>\$ 3,972,896</u>	<u>\$ 2,222,138</u>
Interest paid	<u>\$ 221,658</u>	<u>\$ 229,713</u>

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Organization

In May 1994, Families in Transition, Inc. was incorporated as a New Hampshire nonprofit to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire.

Effective January 1, 2018, Families in Transition, Inc. merged with New Horizons for New Hampshire, Inc. (NHNH) to form FIT/NHNNH, Inc. (FIT/NHNNH or the Organization). As a result of the merger, FIT/NHNNH created an integrated system of care that provides an increased supply of affordable housing for those most in need, sustains positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identifies areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets in 2018 as follows:

Cash and cash equivalents	\$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	<u>(73,417)</u>
Fair value of net assets acquired	<u>\$ 3,430,951</u>

The fair value of the identifiable assets exceeded the fair value of the liabilities assumed; as a result, a contribution was recognized. There was no consideration transferred from NHNH.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

During 2019, Bicentennial reached the end of its initial 15-year low-income housing tax credit compliance period. Effective September 20, 2019, New Hampshire Housing Equity Fund 2002 Limited Partnership and JPMorgan Chase, the limited partners, and Bicentennial Families Concord, Inc., the general partner, dissolved Bicentennial. As a result, the non-controlling interest was eliminated and the assets and liabilities of Bicentennial were transferred to the general partner. The general partner's parent, FIT/NHNNH, then caused the assets to be contributed to, and the liabilities assumed by, Housing Benefits, Inc. (Housing Benefits), a subsidiary of FIT/NHNNH.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

In 2008, the Organization created Housing Benefits, a Community Development Housing Organization, to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), Lehner Street in Wolfeboro, New Hampshire (Hope House), and at Bicentennial Square in Concord, New Hampshire (Bicentennial).

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2019, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close a Concord, New Hampshire thrift store location.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association). The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2018)

1. Summary of Significant Accounting Policies

Newly Adopted Accounting Principle and Reclassifications

In 2019, the Organization adopted Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash on the statement of cash flows. The impact of adoption on the consolidated statement of cash flows for the year ended December 31, 2018 is a decrease in cash used by investing activities of \$40,338, and an increase in cash and restricted cash, beginning of the year of \$1,014,394.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic No. 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with FASB ASC Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, Outfitters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2018 consolidated financial statements, from which the summarized information was derived.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

FIT/NHNN, INC. AND SUBSIDIARIES

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Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in a separate cash account and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2019 and 2018 is approximately \$1,030,000 and \$780,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation, amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2019 and 2018, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2018)

2. Availability and Liquidity of Financial Assets

As of December 31, 2019, the Organization has working capital, excluding current assets with donor restrictions of \$454,597, of \$1,932,450 and average days (based on normal expenditures) cash and cash equivalents on hand of 85.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on mortgage notes payable, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2019</u>	<u>2018</u>
Financial assets:		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,601	52,211
Grants and contributions receivable	589,218	786,343
Due from related parties	-	35,613
Investments	<u>1,123,413</u>	<u>1,336,584</u>
Total financial assets	4,302,586	3,808,784
Donor-imposed restrictions:		
Restricted funds	<u>(479,597)</u>	<u>(1,187,636)</u>
Financial assets available at year end for current use	<u>\$ 3,822,989</u>	<u>\$ 2,621,148</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.

The Organization has replacement reserves and designated cash reserves for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and designated cash reserves for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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3. Property and Equipment

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 3,764,378	\$ 3,646,598
Land improvements	650,360	602,600
Buildings and improvements	39,119,498	34,123,494
Furniture and fixtures	920,936	731,590
Equipment	604,425	558,032
Vehicles	361,153	347,711
Construction in progress	<u>850</u>	<u>12,229</u>
	45,421,600	40,022,254
Less: accumulated depreciation	<u>12,633,647</u>	<u>11,491,435</u>
Property and equipment, net	<u>\$ 32,788,053</u>	<u>\$ 28,530,819</u>

At December 31, 2019 and 2018, the Organization held \$37,087,574 and \$31,959,920, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and building improvements at December 31, 2019 and 2018 was \$9,284,428 and \$8,344,904, respectively.

4. Development In Process

At December 31, 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization. As December 31, 2018, development in process consisted of costs related to the following:

Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT/NHNN and Housing Benefits established The Manchester Recovery and Treatment Center (the Facility), a large-scale facility to curb the tide of substance misuse.

The Facility provides areas for agencies to provide substance use disorder treatments or services to those at varying stages of recovery. The Facility also includes Housing Benefit's Family Willows Recovery Housing Program (the Program) on the 2nd and 3rd floors. This Program provides 19 units of sober recovery housing, and accommodates approximately 40-50 women and their children. Residents in the Program have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Funding for the Facility was secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations. Construction was completed and the Facility was placed into service in 2019.

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Notes to Consolidated Financial Statements

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5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (4.75% at December 31, 2019). As of December 31, 2018, the outstanding balance was \$145,000. There was no outstanding balance as of December 31, 2019.

6. Long-Term Debt

Long-term debt consisted of the following:

	<u>2019</u>	<u>2018</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 50,142	\$ 53,707
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5.00% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034. The Organization refinanced this note in 2019.	104,019	113,185
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	48,028	59,226
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	207,307	217,397

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A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	135,156	141,664
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	85,018	85,018
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.	336,955	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	260,000	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	445,068	449,877
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	207,057	220,274
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	226,725	226,725

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A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	250,000	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	230,000	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	32,773	45,430
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNN, Inc. and Family Mill.	415,323	432,921
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	600,000	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	516,277	543,384
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	81,817	90,908

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A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 4.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNN, Inc. and Big Shady Tree.	251,100	263,103
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.	40,664	69,285
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	413,735	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The property was sold and the note was paid in 2019.	-	332,432
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.	160,022	168,022

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A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2019 and 2018, \$131,267 was recognized as revenue and support in the consolidated statement of activities.	853,230	984,497
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	216,148	216,672
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.	572,808	582,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024. The Organization refinanced this note in 2019.	386,216	388,731
A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	4,237	9,892
A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	5,989	13,979
A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	12,930	-

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A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	177,428	183,916
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.	373,411	382,018
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$7,003 are due over a 30 year period starting September 2018 at 4.90% interest.	724,146	770,113
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	720,000	692,891
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	28,611	40,633
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	1,458,182	1,133,816

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A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	531,252	495,225
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.	780,000	780,000
A mortgage note payable to NHHFA and is collateralized by the real estate and personal property. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.	1,558,090	-
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	41,627	13,879
A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of \$6,000 are due by October 1 commencing October 1, 2010. The note was paid off in 2019.	-	6,000

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A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.

	<u>28,924</u>	<u>46,767</u>
	15,985,939	14,760,449
Less current portion	317,739	1,116,180
Less unamortized deferred costs	<u>57,530</u>	<u>40,252</u>
	<u>\$ 15,610,670</u>	<u>\$13,604,017</u>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2020	\$ 317,739
2021	245,311
2022	223,202
2023	544,247
2024	663,538
Thereafter	<u>13,991,902</u>
	<u>\$ 15,985,939</u>

Interest expense charged to operations, including amortization of deferred costs of \$14,131, was \$221,658 and \$229,713 in 2019 and 2018, respectively.

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7. Net Assets

At December 31, 2019 and 2018, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place - services	81,933	53,540
Scholarships	8,764	8,264
VISTA program	-	48,118
Housing programs	37,500	-
Direct care for clients	88,784	95,410
Community Gardens	-	10,333
Hope House	21,067	131,440
Family Willows Recovery Housing Program	-	264,238
NHNN merger	12,779	345,003
Substance use disorder services	119,760	170,677
NHNN programs	17,344	35,613
Passage of time	<u>66,666</u>	<u>-</u>
Total funds maintained with donor restrictions temporary in nature	<u>454,597</u>	<u>1,162,636</u>
Total net assets with donor restrictions	<u>\$ 479,597</u>	<u>\$ 1,187,636</u>

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Net assets released from net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place - services	\$ 26,607	\$ -
Scholarships	-	3,500
VISTA program	48,116	57,325
Direct care for clients	71,083	84,324
Community Gardens	2,000	-
Hope House	107,175	-
NHNN merger	122,810	96,706
Substance use disorder services	374,438	45,324
NHNN programs	<u>107</u>	<u>5,746</u>
	<u>752,336</u>	<u>292,925</u>
Capital project releases		
Hope House	-	216,016
Family Willows Recovery		
Housing Program	264,238	143,796
NHNN programs	<u>36,616</u>	<u>-</u>
	<u>299,854</u>	<u>359,812</u>
	<u>\$ 1,052,190</u>	<u>\$ 652,737</u>

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

9. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$71,543 and \$63,053 during the years ended December 31, 2019 and 2018, respectively.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2019</u>	<u>2018</u>
New Hampshire Housing Equity Fund, Inc.	Bicentennial	\$ -	\$ 105,749
JP Morgan Chase	Bicentennial	-	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	766,943	970,818
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	<u>1,835,370</u>	<u>1,919,020</u>
		<u>\$ 2,602,333</u>	<u>\$ 3,209,398</u>

11. Uncertainty

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of March 31, 2020, management believes that a material impact on the Organization's consolidated financial position and results of future operations is reasonably possible.

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 31, 2020, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

SUPPLEMENTARY INFORMATION

FITTECH, INC. AND SUBSIDIARIES
Consolidating Statement of Financial Position
 December 31, 2019

	Families In Transition - Overall	United Partnerships	Housing Results	Family Outlets	New Horizons for New Homeless	Manchester Emergency Hospital	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restrictions	Eliminations	Total
ASSETS											
Current assets											
Cash and cash equivalents	\$ 1,101,820	\$ 45,808	\$ 174,887	\$ 79,805	\$ 538,881	\$ 7,863	\$ 84,537	\$ 1,250	\$ 387,831	\$ -	\$ 2,822,454
Accounts receivable	82,856	12,778	38,388	-	-	-	-	8,446	-	(72,174)	87,501
Grants and contributions receivable	420,458	-	-	-	84,286	7,800	-	-	68,888	-	689,218
Prepaid expenses	23,824	14,837	17,710	6,478	690	378	742	1,356	-	-	69,512
Due from related party	1,271,127	-	68,401	77,118	71,313	-	2,038	-	-	(1,479,897)	-
Other current assets	4,123	18,812	33,828	-	-	-	-	-	-	-	-
Total current assets	2,803,008	88,724	328,805	163,401	806,180	18,138	87,317	11,852	484,887	(1,862,171)	3,304,862
Replacement reserves	87,282	111,828	228,862	-	-	-	-	-	-	-	428,380
Reserve cash designated for properties	54,822	253,218	794,857	-	-	-	-	20,100	-	-	1,812,597
Related party notes receivable	1,726,789	-	-	-	-	-	-	-	-	(1,725,788)	-
Accrued interest receivable on related party notes	1,122,883	-	-	-	-	-	-	-	-	(1,152,883)	-
Investments	-	-	-	-	1,084,413	-	-	-	25,000	-	1,123,413
Investment in related entities	1,188,347	-	25,051	-	-	-	-	-	-	(1,220,388)	1,000
Property and equipment, net	3,898,683	7,564,874	18,944,489	19,017	1,840,881	1,989	2,904	18,148	-	-	32,784,063
Development in process	185,888	-	-	-	-	-	-	-	-	-	185,888
Other assets	-	-	50,000	-	30,838	-	-	-	-	-	80,838
Total assets	\$ 10,822,343	\$ 8,018,842	\$ 21,280,134	\$ 182,418	\$ 3,474,822	\$ 17,723	\$ 89,821	\$ 49,385	\$ 478,887	\$ (5,851,331)	\$ 38,893,829
LIABILITIES AND NET ASSETS											
Current liabilities											
Current portion of long-term debt	\$ 104,728	\$ 83,158	\$ 135,518	\$ 8,989	\$ 18,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,739
Accounts payable	38,140	78,807	48,080	2,007	68,489	3,351	1,913	2,828	-	(72,174)	187,857
Accrued expenses	221,398	719,517	488,288	17,154	88,289	12,180	-	-	-	(1,152,883)	372,638
Due to related entities	49,829	87,498	1,184,010	-	2,846	152,770	-	13,848	-	(1,478,897)	-
Other current liabilities	5,372	17,418	38,823	-	-	-	755	-	-	-	58,871
Total current liabilities	416,467	864,495	1,870,835	25,152	167,772	184,478	2,868	18,274	-	(2,705,134)	917,805
Long-term debt, net of current portion and unamortized deferred costs	1,631,782	3,827,871	11,819,280	-	19,378	-	-	-	-	(1,729,789)	15,818,820
Total liabilities	2,108,249	4,692,366	19,817,088	25,152	188,348	188,478	2,868	18,274	-	(4,434,923)	18,827,878
Net assets											
Net assets without donor restrictions - controlling interest	8,844,114	784,143	7,483,038	157,266	3,308,574	(190,753)	87,183	33,888	-	(1,220,388)	18,284,224
Net assets without donor restrictions - noncontrolling interest	-	2,802,333	-	-	-	-	-	-	-	-	2,802,333
Total net assets without donor restrictions	8,844,114	3,386,476	7,483,038	157,266	3,308,574	(190,753)	87,183	33,888	-	(1,220,388)	21,886,857
Net assets with donor restrictions	-	-	-	-	-	-	-	-	478,887	-	478,887
Total net assets	8,844,114	3,386,476	7,483,038	157,266	3,308,574	(190,753)	87,183	33,888	478,887	(1,220,388)	22,365,154
Total liabilities and net assets	\$ 10,822,343	\$ 8,018,842	\$ 21,280,134	\$ 182,418	\$ 3,474,822	\$ 17,723	\$ 89,821	\$ 49,385	\$ 478,887	\$ (5,851,331)	\$ 38,893,829

FTN HOLD, INC. AND SUBSIDIARIES
 Consolidating Statement of Activities
 Year Ended December 31, 2019

Function	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Revenues and support	2,334,888	618,439	1,285,731	687,213	149,179	4,000	101,810	(417,844)	4,286,282	344,151
Federal grants and other grants	277,824	618,439	1,285,731	687,213	149,179	4,000	101,810	(417,844)	4,286,282	344,151
Private grants	1,002,732	-	16,887	871,355	-	0,744	-	-	873,185	-
Trust grant revenue	208,236	-	-	871,355	-	-	-	-	2,566,730	-
Trust grant revenue	228,075	-	-	871,355	-	-	-	-	2,566,730	-
Trust grant revenue	818,048	-	-	280,184	-	-	-	-	288,238	-
Private grant revenue	101,848	-	-	-	-	-	-	-	191,848	-
Developer fees	75,260	-	-	-	-	-	-	-	191,848	-
VIETIA program revenue	212,645	(1,871)	-	252,431	158	-	-	-	252,431	-
Unallocated grants on investments	99,178	4,736	-	(743)	158	-	-	-	252,431	-
Interest income	82,178	4,736	-	(743)	158	-	-	-	252,431	-
Investment income	195,484	-	-	2,710	-	-	-	-	19,328	-
Investment income	21,888	-	-	21,888	-	-	-	-	19,328	-
Investment income	131,287	-	-	-	-	-	-	-	19,328	-
Other income	194,881	25,488	119,885	29,681	32,448	2,877	688	(168,174)	228,848	-
Net assets returned from	772,328	-	-	-	-	-	-	-	772,328	-
Total revenue and support	8,925,120	843,784	1,828,884	2,278,899	184,887	13,871	181,810	(1,828,884)	12,872,280	(408,185)
Expenses	6,082,071	1,208,070	2,002,287	1,408,223	278,842	11,412	88,842	(1,587,716)	9,842,401	-
Program activities	587,545	228,885	228,885	1,408,223	278,842	11,412	88,842	(1,587,716)	9,842,401	-
Management and general	537,813	157,681	157,681	190,688	190,688	-	-	(91,326)	1,000,388	-
Fundraising	1,208,070	2,002,287	1,408,223	278,842	11,412	11,412	88,842	(1,587,716)	9,842,401	-
Total expenses	7,488,029	1,208,070	2,332,813	1,627,692	278,842	11,412	88,842	(1,587,716)	12,071,491	-
Expenses (deductible) of	683,897	(284,278)	(434,849)	138,903	444,232	(7,875)	12,828	-	603,785	(488,185)
revenues and support over	284,238	-	-	20,816	-	-	-	-	299,864	(288,864)
Net assets retained for capital	-	-	-	-	-	-	-	-	-	(2,317)
Equity transfers resulting from	-	-	-	-	-	-	-	-	-	-
issuance of limited partnerships	-	-	-	-	-	-	-	-	-	-
Change in net assets	1,148,235	(753,837)	(126,827)	164,963	(49,148)	(78,479)	2,428	12,828	893,223	(178,835)

FITACHNI, INC. AND SUBSIDIARIES
Consolidating Statement of Functional Expenses
 Year Ended December 31, 2019

	Program Activities												Total
	Families In Transition - Outreach	Limited Partnerships	Housing Benefits	Family Outlets	New Horizons for New Homeless	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundations	Management and General	Eliminations	
Salaries and benefits	\$ 2,427,122	\$ -	\$ 669,449	\$ 248,403	\$ 786,026	\$ 144,565	\$ -	\$ -	\$ 4,280,585	\$ 400,818	\$ 603,736	\$ -	\$ 5,285,139
Employer benefits	267,221	-	88,087	11,728	83,312	10,880	-	-	442,303	41,883	62,042	-	548,228
Payroll taxes	578,531	-	57,302	18,832	81,750	11,180	-	-	319,632	30,928	54,282	-	393,850
Total salaries and benefits	2,873,881	-	815,816	280,813	921,078	177,733	-	-	5,052,620	472,737	710,670	-	6,236,527
Advertising	18,308	-	-	29,878	2,500	-	500	-	60,201	2,411	3,862	-	86,494
Application and permit fees	-	-	-	-	522	-	-	-	522	82	4,341	-	4,815
Bad debts	3,215	3,323	8,634	-	-	-	-	-	13,402	-	-	-	13,402
Bank charges	8,942	898	-	7,468	-	-	128	238	15,448	872	6,944	-	21,674
Condominium association fees	-	-	73,558	-	-	-	-	-	70,968	-	-	-	70,968
Consultants	12,312	-	2,289	2,714	20,142	2,392	-	-	39,629	4,188	5,377	-	49,374
Depreciation	152,477	368,831	444,128	10,304	57,776	204	1,019	163	1,034,782	131,226	73,404	-	1,238,230
Events	-	-	-	386	-	-	-	480	1,389	2,174	148,381	-	151,944
Food	-	-	22,983	-	101,187	-	-	-	124,080	-	-	-	147,755
General insurance	27,164	41,832	41,848	2,331	18,819	5,523	742	11,664	148,085	15,214	11,246	-	226,690
Interest expense	48,818	107,445	158,725	680	747	-	-	-	315,285	1,818	638	-	630,890
Management fees	83,130	211,878	638,305	-	-	-	-	-	24,383	867,479	-	-	1,183,805
Meals and entertainment	2,488	-	-	-	-	-	-	-	3,488	498	783	-	4,769
Membership dues	6,881	-	280	-	287	-	600	-	6,729	757	1,138	-	8,624
Merger expenses	110,014	-	-	-	-	-	-	-	110,014	-	36,872	-	146,886
Office supplies	144,386	1,884	5,520	8,895	23,748	89	231	64	184,896	21,584	32,098	-	238,588
Partner's expenses	78,919	2,639	2,834	-	9,864	43,148	4,000	-	139,802	-	-	-	159,623
Postage	7,454	-	144	8	4,874	11	72	24	12,883	1,483	2,182	-	17,426
Printing	22,808	-	-	882	12,716	4,638	778	82	28,741	4,311	8,308	-	42,176
Professional fees	88,838	42,178	19,828	4,000	4,638	-	600	4,036	162,731	12,014	37,805	-	227,904
Related entity expenses	1,368,385	-	(832,737)	(19,347)	-	-	-	-	634,311	-	-	(834,311)	-
Rent	-	-	34,274	-	-	-	-	-	34,274	-	84,338	(88,812)	29,800
Rental subsidies	308,380	-	-	-	28,248	-	-	-	332,825	-	-	-	332,825
Repairs and maintenance	48,805	142,438	237,878	28,813	113,883	18,380	-	33,884	623,418	73,892	43,911	(20,000)	771,321
Staff development	31,273	-	200	2,893	-	-	-	-	34,966	4,378	6,538	-	46,675
Taxes	48,853	118,488	187,831	1,708	825	17,282	78	1,405	307,212	-	-	-	309,008
Technology support	142,830	2,941	2,837	-	-	-	-	-	158,608	-	-	-	158,608
Telephone	81,884	719	31,829	2,818	12,108	3,882	1,357	-	123,787	20,752	30,814	-	179,350
Travel	35,318	-	-	2,328	1,737	-	88	1,984	41,377	9,421	13,981	-	66,767
Utilities	32,814	182,609	228,863	22,308	85,879	15,847	-	10,029	589,588	60,222	26,451	-	686,090
VISTA program	208,331	2,668	-	-	-	-	-	-	211,000	-	-	-	211,000
Workers' compensation	70,226	-	17,894	14,630	28,739	8,813	-	-	130,302	12,292	17,892	-	160,296
Total expenses	\$ 8,052,821	\$ 1,239,070	\$ 2,002,397	\$ 432,890	\$ 1,448,523	\$ 270,842	\$ 11,232	\$ 89,883	\$ 11,539,117	\$ 1,000,288	\$ 1,143,059	\$ (1,830,054)	\$ 12,021,501

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

Scott W. Ellison, Chair
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Roy Tilsley, Vice Chair
Bernstein Shur, Shareholder
Board member since 2018

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer
Howe, Riley & Howe, PLLC.
Board member since 2018

Kristi Scarpone, Secretary
First, Corporate and Foundation Relations
Board member since 2018

Dick Anagnost, At Large
President, Anagnost Companies
Board member since 2018

Heather Whitfield, At Large
Vice President, Commercial Lending, People's United Bank
Board member since 2018

David Cassidy, Past Co-Chair
Senior Vice President, Eastern Bank
Board member since 2018

Charla Bizios Stevens, Past Co-Chair
Director, Litigation Department and Chair of Employment Law Practice Group
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Board member since 2018

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Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

Allison Hutcheson
Merchants Fleet Management, Associate Director of Sales Administration
Board member since 2018

AnnMarie French
Executive Director, NH Fiscal Policy Institute
Board member since 2018

Brian Hansen
Team Engineering, Project Manager
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Jack Olson
Retired
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations
Board member since 2018

Peter Telge
Owner, Stark Brewing Company
Board member since 2018

Roy Ballentine
Executive Chairman, Ballentine Partners, LLC
Board member since 2019

Sarah Jacobs
Manchester School District Coordinator
Board member since 2018

Sean Leighton
Captain – Investigative Division Commander, City of Manchester Police Department
Board member since 2019

Wayne McCormick, CFP
Steward Partners Managing Director Wealth Manager
Board member since 2018

Rev. Gayle Murphy
Minister At Large
Board member since 2020

Michael McCormick
*Anthem- Chief of Staff & Sales Effectiveness Director,
Commercial Business Division, Manchester NH*
Board member since 2020

Maria Devlin

Profile

Tenured professional with extensive experience leading teams through building strategies and initiatives to drive high performance. Adept at developing and carrying out a strategic vision, particularly those that require buy-in from internal and external stakeholders. Expertise includes fundraising, change management, organizational leadership, budget management and improving team engagement.

Skills/Expertise

Experienced with Organizational Budgeting Including Revenue & Expense Accountability	Organizational Agility & Complexity Management	Teamwork and Team Building Skills
External Relationships & Partnerships Customer Service Oriented	Face of the organization Mission Focused	Goal Oriented, Leads by Example, Visionary and Focused

Program/Project Management Experience

President & CEO

Families in Transition – New Horizons, Manchester NH

06/2020 - present

The President serves as Chief Executive Officer of Families In Transition-New Horizons and will have overall strategic and operating responsibility for staff, planning, development, management and successful implementation of programs and services, community engagement and execution of strategic objectives and mission of the organization.

- Establishing a vision for community impact that is achieved through the efforts of a diverse team of high-performing leaders,
- Responsible for overseeing the administration of programs to include financial performance and viability, organization mission and strategy, organizational operations, resource development and community impact.

Chief Executive Officer

American Red Cross of NH & VT, Concord, NH

03/2008-05/2020

Responsible for representing the American Red Cross in the community. Focus externally on core mission delivery, fundraising and being the face of the Red Cross for the media, donors and their communities. Responsible for oversight and execution of a \$5 million operating budget.

- Created overall strategic planning and oversight for 3 major transitions in Northern New England. Oversight of execution of staff and board integration.
- Lead organizational goals for service delivery, fundraising and external relations – for the past 4 years have met or exceeded key performance indicators and revenue target of \$1.2 – 2.5 million annually
- Lead dual-state (NH/VT) operations with a team of 24 FTEs plus 1100 volunteers at multiple locations – In August 2019, began merger with Red Cross of Maine to align staffing, processes, procedures for a new 3-state region
- Build lasting community partnerships with local corporations & groups to ensure mission delivery such as - Installing over 12,000 free smoke alarms in homes across the two states in 5 years
- Ensure that volunteers, youth and young adults are engaged and retained – 93% of our volunteer workforce is engaged in providing at least one hour of volunteer time to mission within the last fiscal year

Interim Executive Director

Director of Public Affairs

Children's Alliance of New Hampshire, Concord, NH

01/2007-03/2008

The Children's Alliance (now New Futures Kids Count) advocates, educates and collaborates to improve the health and wellness of NH's residents. Collaborated with Board of Directors on organizational budget, development goals, policy initiatives and organizational values and mission. Responsible for all operations: HR, P&L, Board Development, public policy advocacy initiatives

Maria Devlin

- **Organized the Children's Advocacy Network** – a diverse group of organizations and individuals – dedicated to improving the life of children and families through legislative and public policy initiatives, such as statewide kindergarten, statewide children's health insurance, greater access to Children in Need of Services (CHINS) and maintaining access to Supplemental Nutrition Assistance Program (SNAP) benefits
- Acting as the Interim Executive Director supported by 3 paid staff and a board of directors with 12 members
- Stabilized fundraising, operations and personnel to ensure positive transition to new leadership
- In partnership with the Annie E. Casey Foundation, created & released the 2007 Kids Count data book for New Hampshire an annual report which tracks child wellbeing. Data which is used to enrich local and state-level discussions around policy change.

Director of Annual Giving

Southern New Hampshire University, Manchester, NH

10/2003-01/2007

Responsible for increasing annual giving from SNHU alumni, family and friends through personalized outreach, donor relationship building, and targeted fundraising events.

- Successful \$50,000 asks to build stronger scholarship program for students at university, developed moves management plans for donors to increase donor engagement and support
- Managed annual giving program including direct mail, Telefund (connecting with alumni through current students to raise funds via phone calling) leadership and class giving, faculty/staff giving, class gift and related events
- Coordinated all stewardship activities for University President and VP, Development with average gifts over \$15,000
- Managed stewardship for all scholarship donors with average gift of over \$1,000

Director of Development & Program Services

Make-A-Wish Foundation of New Hampshire, Manchester, NH

05/1996-10/2003

- Successfully developed, implemented and executed a new volunteer management program to grow active volunteer base from 100 to over 500 volunteers throughout the state
- Managed & grew special events fundraising from 15 events annually to over 160 events grossing over \$1 million annually
- Managed communications and public relations – created newsletters, managed website, pitched wish stories to media – increasing the number of families reached to grant over 250 wishes each year.

Education

Southern New Hampshire University, Manchester, NH
Master of Science, Organizational Leadership

Springfield College, Manchester, NH (satellite)
Master of Science in Human Services, Community Psychology

University of Maine, Orono, ME
Bachelor of Science, Child Development & Family Relations

Additional Certifications and Development

- Certified Personal Trainer, National Academy of Sports Medicine, 2019
- Adult First Aid/CPR/AED-2-year Certification, American Red Cross, 2018
- Leadership of Non-Profit Organizations, Graduate Certificate, Southern New Hampshire University, 2008

Honors & Achievements

- 2015 Community Service Award Winner, Turkish Cultural Center of NH
 - 2014 Excellence In Non-Profit Award Recipient from NH Business Review
-

Maria Devlin

- 2013 Business Leader of the Year Pinnacle Award Winner, Greater Concord Chamber of Commerce
- 2013 Presenter at the International Disaster Management Exhibition in Istanbul, Turkey
- 2013 Recognized as one of the Top Women-Led Non-Profits by Business NH Magazine

Community

- Women's Resource Group founding member, American Red Cross 3/19-present
 - Governor's Council on Diversity and Inclusion, 3/19-present
 - Waypoint NH (formerly known as Child & Family Services of NH) Trustee, 1/2015-present
 - Volunteer New Hampshire, Board Member 2014-2016
 - NH Volunteer Organizations Active in Disaster (NH VOAD), Board Member 2014-2016
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Meghan E. Shea, LICSW, MLADC

OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor	September 2010- Present
Licensed Independent Clinical Social Worker	October 22, 2012-Present
Master of Social Work, University of New Hampshire <ul style="list-style-type: none">Graduated with an MSW from the Advanced Standing Program	May 2010
Bachelor of Art, Social Work, University of New Hampshire <ul style="list-style-type: none">Graduated with an BSW with GPA of 3.41	May 2006

EMPLOYMENT

Vice President, Clinical & Supportive Services

Families in Transition-New Horizons

December 20th, 2017 – present

- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Clinical Director

Families in Transition

Sept 1st, 2016- December 2017

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist

Bedford Family Therapy

January 2014- Present

- Treat a caseload of 15 clients in a private outpatient group practice

- Utilize various evidence based practices CBT, DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager

March 7th, 2016- August 31st, 2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition.
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016

Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist

May 2010- September 2014

Families In Transition

- Facilitated Intensive Outpatient Programming in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern

May 2009 to May 2010

Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager

June 2006- May 2010

Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment July 2014 to Present
NH Alcohol & Drug Abuse Counselors Association January 2012 to Present
Member of the Manchester Substance Use Collaborative March 2012 to Present

PRESENTATIONS

**NH Association for infant mental health workshop Helping Parents Be Parents:
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015**

**Providers Association: Addressing Substance Misuse in the Home Environment March 31st, 2016 at
Wentworth Douglas Hospital in Dover, NH**

REFERENCES – AVAILABLE UPON REQUEST

Sarah Bernier, LICSW, MLADC

- Skills** **Crisis intervention, individual therapy, community outreach, treatment planning, cognitive behavioral therapy, acceptance commitment therapy and motivational interviewing interventions.**
- Education** **Masters in Social Work, May 2012**
University of New Hampshire, Manchester NH
- Bachelor's Degree in Social Work and Counseling,**
Completed May 2009
Franklin Pierce University, Rindge NH, GPA 3.78
- Alpha Chi, (2009)
 - High Honors in Social Work (Franklin Pierce 2009)
 - Outstanding Senior in Social Work Award (Franklin Pierce 2009)
- Experience** **Counselor / Behavioral Health Consultant, Manchester Community Health Center, Manchester**
February 2015-Present
- Facilitates and organizes the medication assisted treatment program
 - Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs.
 - Connecting patients to resources and services
 - Individual clinical caseload of adolescents and adult patients
 - Supervising clinical notes for the medication assisted treatment program
- PREP Coordinator, Child Health Services, Manchester, NH**
May 2012-Present
- Facilitates, coordinates, recruits and retains adolescent teen girls in an evidence-based, sexual health group.
 - Mental health counseling with teens; including wrap around case management with clients on caseload.
 - Community outreach to promote medical homes
- Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012**
- Providing direct support to women and children in recovery
 - Delivered clinical social work skills with clients on caseload
 - Completed evidenced-based groups: *Nurturing Parenting and Thinking*

for a Change, Seeking Safety

- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, Teen Health Clinic, Manchester, NH

August 2010-May 2011

- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Residential Counselor, Bridges Crossing,

Lowell, MA 2010-Jan 2012

- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, Court Appointed Special Advocates, Keene, NH

2008-2009, 2010

- Organized Paperwork and Mail & Resource Cabinet
 - Represented Child in Court including Monthly Visits with Child
-

Amy M. Pettengill, M.S.W LADC

Education:

Licensed Alcohol Drug Counselor (LADC)
New Hampshire License # 0957 -

University of New Hampshire
Durham, NH
-Master of Social Work- 2016

College of New Rochelle
New Rochelle, NY
- Bachelor of Social Work- 2004
- Minor in Sociology

Awards:

NH Children's Trust
Unsung Hero Award- 2019

Boards and Committee Experience

- * ***Greater Manchester Council on Domestic and Sexual Violence***
Elected Co-Chair 2017- present
- * ***Manchester Family Justice Center***
Member at Large 2017- present
- * ***NH Human Trafficking Collaborative Task Force***
Member 2017-present

Work Experience:

Director of Crisis Services

YWCA NH, Manchester, NH (July 2015- Present)

- Supervise all Staff, Interns, Volunteers, and Americorp members
- Ensure that effective services are being provided to over 5,000 clients annually
- Manage the Emergency Domestic Violence Shelter
- Speak with media when needed
- Participate in regularly scheduled community meetings such as the Participating Member Council through NH Coalition Against Domestic and Sexual Violence Domestic and the Sexual Assault Response Team
- Provide Case Management and Drug and Alcohol Counseling
- Facilitate staff meetings and trainings
- Grant Writing and reporting

Program Coordinator of the Supervised Visitation and Child Exchange Center
YWCA NH, Manchester, NH (November 2013- July 2015)

- Conducted intake assessments to determine program eligibility
- Provided program staff supervision
- Monitored supervised visits and exchanges
- Maintained family files
- Provided monthly and annual statistics of families using the center

Supervisor

TCA Crossroads, Haverhill, MA (January 2012 – March 2013)

- Provided weekly staff supervision
- Ensured the safety and well-being of 9 teenaged boys
- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

Case Worker

Child and Family Services, Concord, NH (June 2011 - December 2012)

- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

Substance Abuse Counselor

Farnum Center, Manchester, NH (January 2009 – June 2011)

- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

1:1 Counselor

Dare Family Services, Newburyport, MA (May 2008 - June 2010)

- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

MSW Intern

NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)

- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings

Case Manager

Community Partners, Rochester, NH (May 2006 - May 2008)

- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

Case Manager

Our House for Girls, Dover, NH (May 2004 - May 2006)

- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities

FIT/NHNN, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maria Devlin	President	180,000	0%	-
Meghan Shea	Chief Programs Officer	105,000	30%	31,500
Sarah Bernier	Program Manager - IOP	74,492	100%	74,492
Amy Pettengill	Program Manager - TLP	57,222	100%	57,222