



Lori A. Shibanette
Commissioner

Katja S. Fox
Director

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

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November 25, 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 \$6,744,478 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
Bridge Street Recovery	TBD	Statewide	\$1,351,667
Grafton County New Hampshire-Grafton County Department of Corrections and Alternative Sentencing	177397-B003		\$217,000
Harbor Homes, Inc.	166574-B001		\$1,701,384
Hope on Haven Hill, Inc.	275119-B001		\$328,715
Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center	177204-B005		\$2,035,829
South Eastern New Hampshire Alcohol and Drug Abuse Services	155292-B001		\$1,097,883
The Community Council of Nashua, NH	154112-B001		\$12,000
		Total:	\$6,744,478

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 the remaining seven (7) of twelve (12) requests for Substance Use Disorder Treatment and Recovery Support Services. The Department presented the first five (5) requests Governor and Executive Council on December 2, 2020 (item #15).

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,

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

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)

Bridge Street
Recovery

Vendor Code: TBD

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$160,290	\$160,290
2022	102-500731	Contracts for Prog Svc	\$0	\$53,430	\$53,430
Sub-total			\$0	\$213,720	\$213,720

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-B001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,885	\$2,885
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

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	\$16,991	\$0	\$16,991
2022	102-500731	Contracts for Prog Svc	\$5,851	\$0	\$5,851
Sub-total			\$22,842	\$0	\$22,842

Easter Seals of NH
Manchester
Alcoholism Rehab
Cv/Famum

Vendor Code: 177204-B005

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-500731	Contracts for Prog Svc	\$0	\$56,100	\$56,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NHNNH

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	\$153,558	\$0	\$153,558
2022	102-500731	Contracts for Prog Svc	\$54,098	\$0	\$54,098
Sub-total			\$207,656	\$0	\$207,656

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$51,934	\$51,934
2022	102-500731	Contracts for Prog Svc	\$0	\$17,632	\$17,632
Sub-total			\$0	\$69,566	\$69,566

Harbor Homes, Inc. Vendor Code: 168574-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$167,663	\$167,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc. Vendor Code: 175226-8001

PO TBD

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

Hope on Haven Hill Vendor Code: 275119-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$24,044	\$24,044
2022	102-500731	Contracts for Prog Svc	\$0	\$8,014	\$8,014
Sub-total			\$0	\$32,058	\$32,058

North Country Health Consortium Vendor Code: 158557-8001

PO TBD

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

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

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

Southeastern NH Alcohol and Drug Services Vendor Code 155292-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$82,069	\$82,069
2022	102-500731	Contracts for Prog Svc	\$0	\$28,051	\$28,051
Sub-total			\$0	\$110,120	\$110,120

Attachment A
Financial Details

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	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$810,719	\$1,219,219

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)

Bridge Street
Recovery Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$339,710	\$339,710
2022	102-500731	Contracts for Prog Svc	\$0	\$113,237	\$113,237
Sub-total			\$0	\$452,947	\$452,947

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$6,115	\$6,115
2022	102-500731	Contracts for Prog Svc	\$0	\$2,038	\$2,038
Sub-total			\$0	\$8,153	\$8,153

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	\$36,009	\$0	\$36,009
2022	102-500731	Contracts for Prog Svc	\$12,399	\$0	\$12,399
Sub-total			\$48,408	\$0	\$48,408

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$219,453	\$219,453
2022	102-500731	Contracts for Prog Svc	\$0	\$118,900	\$118,900
Sub-total			\$0	\$338,353	\$338,353

FIT/NHNNH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$110,066	\$110,066
2022	102-500731	Contracts for Prog Svc	\$0	\$37,368	\$37,368
Sub-total			\$0	\$147,434	\$147,434

Attachment A
Financial Details

Harbor Homes, Inc. Vendor Code: 166574-8001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-500731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc. Vendor Code: 175226-8001

PO1062979

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

Hope on Haven Hill Vendor Code: 275119-8001

PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$50,956	\$50,956
2022	102-500731	Contracts for Prog Svc	\$0	\$16,986	\$16,986
Sub-total			\$0	\$67,942	\$67,942

North Country Health Consortium Vendor Code: 158557-8001

PO1062986

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

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

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

Attachment A
Financial Details

Alcohol and Drug
Services

Vendor Code 155292-8001

PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$173,931	\$173,931
2022	102-500731	Contracts for Prog Svc	\$0	\$59,449	\$59,449
Sub-total			\$0	\$233,380	\$233,380

West Central
Services

Vendor Code: 177654-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svcs			\$665,750	\$1,716,198	\$2,383,948

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

Bridge Street
Recovery

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$457,000	\$457,000
2022	102-500731	Contracts for Prog Svc	\$0	\$228,000	\$228,000
Sub-total			\$0	\$685,000	\$685,000

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

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

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	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
Sub-total			\$59,390	\$0	\$59,390

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-8005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$1,132,229	\$1,132,229
2022	102-500731	Contracts for Prog Svc	\$0	\$405,600	\$405,600
Sub-total			\$0	\$1,537,829	\$1,537,829

Attachment A
Financial Details

FIT/NHHH Vendor Code: 157730-B001

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

Grafton County Vendor Code: 177397-B003

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

Harbor Homes, Inc. Vendor Code: 186574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$743,334	\$743,334
2022	102-500731	Contracts for Prog Svc	\$0	\$266,300	\$266,300
Sub-total			\$0	\$1,009,634	\$1,009,634

HEADREST, Inc Vendor Code: 175226-B001

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

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$168,415	\$168,415
2022	102-500731	Contracts for Prog Svc	\$0	\$60,300	\$60,300
Sub-total			\$0	\$228,715	\$228,715

North Country Health Consortium Vendor Code: 158557-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

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

Attachment A
Financial Details

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$555,383	\$555,383
2022	102-500731	Contracts for Prog Svc	\$0	\$199,000	\$199,000
Sub-total			\$0	\$754,383	\$754,383

West Central
Services Vendor Code: 177654-8001

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			<u>\$1,463,588</u>	<u>\$4,215,581</u>	<u>\$5,679,149</u>
Grand Total All			<u>\$2,737,838</u>	<u>\$8,744,478</u>	<u>\$9,482,316</u>

**Attachment A
Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bridge Street Recovery, LLC		1.4 Contractor Address 482 East Road Francestown, NH 03043	
1.5 Contractor Phone Number (617) 774-0331	1.6 Account Number 05-92-92-920510-33820000-102-500734 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 \$1,351,667
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: <i>John Christian</i> Date: 11/24/2020		1.12 Name and Title of Contractor Signatory John Christian CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 11/25/2020		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: <i>[Signature]</i> On: 11/25/2020			
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, 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 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 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

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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 Paragraphs 1.8.1 through 1.8.5 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: Comprehensive Case Management for Substance Abuse Treatment

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

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- 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.
- 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;

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- 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. If the 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.

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- 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.
- 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

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- 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.
- 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.

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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:

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.

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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

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.

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- 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:
 - 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:

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- 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
 - 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.

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- 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.
 - 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:

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- 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 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.

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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

1.14.7.3.2. 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 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.

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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

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;

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- 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:
 - 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.

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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

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.

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- 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, 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

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- 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.
 - 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;

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- 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;
- 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.

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- 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 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.

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- 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/
- 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.

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- 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.
 - 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-

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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.

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

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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.

- 1.18.18. 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.
- 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.

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- 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 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:
 - 1.18.25.1. 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;

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- 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.
- 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.

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- 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
 - 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:

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- 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.
- 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:

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- 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;
 - 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.

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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.

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;

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- 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;
- 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

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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: 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.

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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

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 represents 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 10, 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 10, 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 **\$685,000**.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments 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. Additional Billing Information: Intensive Case Management Services

9.1. 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.

9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.

9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

10. Sliding Fee Scale

10.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

10.2. 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%

10.3. 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.

11. Submitting Charges for Payment

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C**



- 11.1. 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:
- 11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
 - 11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
 - 11.1.5. Submit separate batches for each billing month.
- 11.2. 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.
- 11.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 11.4. 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
- 11.5. 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.
- 11.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 11.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 11.8. 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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EXHIBIT C**



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

- 11.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
 - 11.10. 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.
 - 11.11. 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.
 - 11.12. 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.
 - 11.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 - 11.14. 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.
12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
- 12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 12.2.1. Make cash payments to intended recipients of substance abuse services.
 - 12.2.2. 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.
 - 12.2.3. 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.
 - 12.2.4. 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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12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

12.3.1. 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.

13. Audits

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

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

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

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

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

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- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. 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.
- 13.5. 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
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.
1.1.	Transitional Living for room and board only	\$75.00	Per day
1.2.	Individual Intensive Case Management	\$16.50	15 min
1.3.	Group Intensive Case Management	\$5.50	15 min

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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

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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:

11/24/2020

Date

DocuSigned by:

John Christian

EEEE8FFA5-1345-4FDA-9496-C4218DC2FD96

Name: John Christian

Title: 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:

11/24/2020

Date


DocuSigned by:

John Christian

Name: John Christian

Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
Date 11/24/2020

**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:

11/24/2020

Date

DocuSigned by:

John Christian

Name: John Christian

Title: CEO

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

DS
N

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:

11/24/2020

Date

DocuSigned by:

John Christian

Name: John Christian

Title: CEO

Exhibit G

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

Contractor Initials

DS
JC

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:

11/24/2020

Date

DocuSigned by:

John Christian

Name: John Christian

Title: 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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

11/24/2020
Date



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

3/2014

Contractor Initials MS

11/24/2020
Date



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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials

Date 11/24/2020



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 has possession, custody, or control of such PHI.

3/2014

Contractor Initials

11/24/2020
Date



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. N

3/2014

Contractor Initials

11/24/2020
Date



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

E00006804C63442

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

11/25/2020

Date

Bridge Street Recovery, LLC

Name of the Contractor

John Christian

E00013340A01437

Signature of Authorized Representative

John Christian

Name of Authorized Representative

CEO

Title of Authorized Representative

11/24/2020

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:

11/24/2020

Date

DocuSigned by:

John Christian

Name: John Christian

Title: 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.

040707244

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

 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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 BRIDGE STREET RECOVERY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 20, 2018. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 799463

Certificate Number: 0005037109



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of 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

I, Stephen Bryan, 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 Bridge Street Recovery, LLC.

(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 1, 2020, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That John Christian (may list more than one person)

(Name and Title of Contract Signatory)

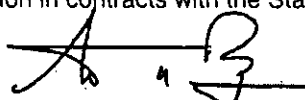
is duly authorized on behalf of Bridge Street Recovery, LLC to enter into contracts or agreements with the State

(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 affect 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 2, 2020



Signature of Elected Officer

Name: Stephen Bryan

Title: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2020

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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 689-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins Co NAIC # 10172 INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bridge Street Recovery LLC c/o The 1810 Really Group, Inc. 195 Ashmont St., Suite B1 Boston MA 02124	

COVERAGES

CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			FSF15957001001	08/04/2020	08/04/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ Excluded
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			B2011578688	11/01/2020	02/01/2021	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

CANCELLATION

DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Bridge Street Recovery, LLC

Mission Statement: Quality of Care, Innovation, Socially and Financially Sustainable. Our mission is to provide innovative and individualized substance use disorder treatment services utilizing evidence-based medical and behavioral health treatment modalities, enabling all clients to achieve and maintain long-term recovery. Our vision is to inspire a new standard of care in the delivery of substance use disorder treatment that's both affordable and accessible to New Hampshire residents across a broad range of social and economic conditions.

November 24, 2020

To Whom It May Concern:

Bridge Street Recovery, LLC is a new entity and does not have audited financials.



John Christian, CEO

Bridge Street Recovery, LLC Board of Directors List

Stephen Bryan

John Christian

Alison M. Bryan

EDUCATION

University of Massachusetts, Boston, MA

May 2009

Addictions Counselor Education Program Certificate

Cambridge College, Cambridge, MA

August 2007

♦ M.Ed., LMHC, School Adjustment Counseling licensure

Boston College, Chestnut Hill, MA

May 2000

♦ BA, majors: Sociology, Hispanic Studies

Universidad de Deusto, Bilbao, Spain

Junior Year Study Abroad

CLINICAL EXPERIENCE

Modern Assistance Program. Mental Health and Substance Abuse Clinical Counselor

Quincy, MA

January 2014-present

- Conducts assessments and works with individual clients in developing treatment goals
- Provides individual therapy using varied therapeutic techniques to achieve goals and maintain a healthy lifestyle
- Facilitates substance use groups and family support groups
- Maintaining client files and submitting paperwork to appropriate personnel
- Collaborate with other counselors physicians and nurses to plan and coordinate treatment
- Provides case management and referral services to clients including assistance in accessing 12 step programs, specialized trauma services, intensive eating disorder programs and ongoing family therapy

Scituate High School. School Adjustment Counselor

Scituate, MA

September 2007-June 2011

- ♦ Provided individual long-term, short-term and crisis oriented counseling in a variety of areas including substance abuse, grief, suicide, violence, depression and eating disorders
- ♦ Worked in conjunction with school staff, families and outside providers to best serve students by making community referrals, determining education accommodations and completing bio-psychosocial assessments
- ♦ Facilitated a substance abuse group primarily for students facing disciplinary actions
- ♦ Participated in the suicide prevention program and assisted in the coordination of the depression workshop program
- ♦ Implemented the Student Assistance Program by training teachers to recognize problematic behaviors in students and refer them to a core team that develops a strategy to best assist the student and family

♦ Lincoln-Sudbury Regional High School. Clinical Intern

Sudbury, MA

September 2006-June 2007

- ♦ Provided individual long-term, short-term and crisis oriented counseling in a variety of areas including substance abuse, grief, suicide, violence, depression and eating disorders
- ♦ Worked in conjunction with school staff and family to best serve students by making community referrals, determining education accommodations and completing bio-psychosocial assessments
- ♦ Co-facilitated a substance abuse group
- ♦ Participated in the suicide prevention program and assisted in the coordination of the depression workshop program
- ♦ Transition planning for middle school students to the high school

Eliot Community Human Services, Chrysalis House. Case Manager

Framingham, MA

September 2006-Present

- ♦ Individual counseling in various arenas such as substance abuse, trauma, anxiety, depression and anger management, as well as crisis management
- ♦ Family therapy in Spanish and English
- ♦ Conducted assessments and developed treatment plans in conjunction with the client and through psychotherapy, helped residents achieve treatment goals
- ♦ Lead treatment meetings, working with community and residential caseworkers and collaborating with milieu staff to facilitate clinical interventions
- ♦ Facilitated "My Life, My Choice", a prostitution prevention group and a psycho-educational drug and alcohol group

Eliot Community Human Services, Chrysalis House. Clinical Intern

Framingham, MA

January 2006-August 2006

- ♦ Individual counseling utilizing creative techniques such as art therapy, play therapy and music therapy
- ♦ Developed treatment plans and worked with clients on goals and expectations for the program
- ♦ Co-lead a drug and alcohol process group that explored decision-making skills, coping skills and planned for future pitfalls

Boston Medical Center. Life Skills Advocate

Roxbury, MA

January 2006-August 2006

- ♦ Working with HIV patients by going in to their homes and forming a therapeutic alliance
- ♦ Developing treatment interventions to increase patients' hospital visits and improve medication adherence
- ♦ Providing services by working as a liaison between the patient and community resources such as testing, counseling services, food pantries, AA/NA meetings, JRI and battered women's shelters

- ◆ Responsible for the collaborating on and completing the Contract Monitoring and Assessment Report

Alison M. Bryan

RELEVANT EXPERIENCE WITH CHILDREN

Safe Harbor Coalition, Coalition Member

Cohasset, MA

September 2018-present

- Facilitated Guiding Good Choices, a four session parenting course focused on alcohol and drug use prevention, strengthening family bonds and helping children make safe choices. Session 3 includes the teenager and teaches refusals skills including how to keep friends while making safe choices
- Facilitated a community coffee to assist caregivers with appropriate interventions for their children as well as creating a supportive community where individuals felt safe sharing difficult experiences they were having while raising their children.

Sudbury Swim and Tennis Club, Pool Director

Sudbury, MA

May 2000-September 2000

- ♦ Responsible for general pool maintenance and safety for a facility with a membership of two hundred families
- ♦ Managing, supervising and directing a staff of nine lifeguards
- ♦ Coordinating swim team, diving and swim lessons

Concord Country Club, Pool Programs Coordinator

Concord, MA.

Summers of 1996, 1997, 1998

- ♦ Leading and supervising a staff of twelve lifeguards
- ♦ Managing, coordinating and supervising the swim lesson program and instructing aquatics lessons
- ♦ Coaching the six year olds and under swim team of twenty children while training a junior coach
- ♦ Initiating and collaborating in the organization of staff events for all country club employees

OTHER SKILLS

Languages

Fluent in Spanish

- ♦ Cervantes Institute's Basic Diploma of Spanish as a Foreign Language
- ♦ Spent junior year of college studying abroad in Bilbao, Spain which provided a unique insight to the Basque Culture
- ♦ Spent summers of 1994 and 1995 in Santander and Vitoria, Spain learning about the culture, language and customs

Trainings

- Certified Clinical Trauma Professional
- Guiding Good Choices Facilitator
- ♦ Dialectical Behavior Therapy training online from Behavioral Tech, LLC (Lincoln-Sudbury Regional High School)
- ♦ Life Skills Advocate Training, Fundamentals of HIV/AIDS, Hepatitis & STDs, Positive Prevention into Practice Training, HIV and Communities of Color (Department of Public Health/Boston Medical Center)

LICENSES

Licensed Clinical Mental Health Counselor, State of New Hampshire, License #2178

Licensed Mental Health Counselor, State of Massachusetts, License #7448

Licensed Alcohol and Drug Counselor I, State of Massachusetts, License #18820

Alison M. Bryan

OTHER PROFESSIONAL EXPERIENCE

Reid Graphics. Product Manager

Andover, MA

January 2005-November 2005

- ◆ Responsible for the sales and marketing of a new line of educational products
- ◆ Generating and contacting leads by focusing on key industries where there may be opportunities to provide our product
- ◆ Responsible for trade show management, advertising opportunities, internet sales and inventory and production management

Kohl's Department Store. Area Supervisor

Medford, MA

May 2002-June 2004

- ◆ Supervising multiple selling departments to ensure that customer service, merchandising and visual presentation are maintained
- ◆ Monitor sales volume to identify opportunities to increase business and communicate merchandise needs to management
- ◆ Training associates in preparing ad signs for sales and ensuring accuracy to company and state standards
- ◆ Assigning tasks and directing workflow while training associates in merchandising skills and floor operations
- ◆ Captain of the Kohl's Kids Who Care Program within the Medford store

Roll Systems, Inc. Sales Administrator

Burlington, MA

January 2001-May 2002

- ◆ Supporting a sales team of fourteen by processing sales orders as well as preparing and distributing proposals
- ◆ Working directly with the Director of International Sales to help in the international sales procedure
- ◆ Translating Spanish documents and responding to customer service issues of Spanish speaking clientele
- ◆ Ensuring international shipping requirements as well as conveying shipping information to the appropriate channels.
- ◆ General data inputting, typing and filing responsibilities

PrimeLearning.com. Sales Administrator

Concord, MA

September 2000-January 2001

- ◆ Supporting a sales team consisting of five inside sales representatives and three outside sales representatives
- ◆ Aiding the business developer and company consultant by editing documents and providing information to company partners
- ◆ Assisting the Direct Marketing Manager with mailings and marketing reports
- ◆ Processing reports, completing the sales process, inputting information into database, filing, typing and editing documents

Boston College Center for International Studies. Peer Coordinator/Advisor

Chestnut Hill, MA.

September 1999 - May 2000

- ◆ Advising students preparing to study abroad as well as orienting new foreign students
- ◆ Orienting new students, collating documents, preparing mailings, typing and photocopying
- ◆ Directing a team responsible for general correspondence with Boston College students who were studying abroad

Boston College Dining Facilities.

Chestnut Hill, MA.

September 1997 - May 1998

- ◆ Maintaining inventory records and monitoring linen orders and translating for Spanish speaking employees

David Nicholas Scott, LADC II, CAMS II

Work Experience

8/19- Present **Modern Assistance Program**

Quincy, MA

Clinician

- Perform substance abuse assessment and evaluation of individuals who are experiencing behavioral health concerns for referral to appropriate level of care.
- Work directly with providers for placement into inpatient and outpatient programming.
- Conduct utilization review with providers to substantiate level of medical necessity. Collaboration on ongoing treatment planning and aftercare.
- Facilitate psychoeducational substance abuse groups with program Intensive Outpatient Program.
- Provide Individual counseling for individuals experiencing challenges with substance use, relationship issues, and stress management.

7/18- 8/19 **NeuroRestorative**

Delran, NJ

Clinical Evaluator

- Conducts Clinical evaluation on prospective participants within Southern New Jersey, Pennsylvania, and Delaware.
- Assist Individuals with identification of viable funding options via Medicaid, private insurance, and public funds.
- Marketing to possible referral sources including hospitals, acute rehabilitation, subacute rehabilitation, skilled nursing facilities, community organization and managed care organizations.
- Assist with negotiation of single case agreements and member benefits prior authorizations.

4/17-7/18 **NeuroRestorative NJ**

Delran, NJ

Program Director

- Supervises team of over 50 staff members working in seven residential homes servicing adults who have experienced a Traumatic Brain Injury.
- Assure all homes and client records are in compliance with DDD and Commission on Accreditation of Rehabilitation Facilities standards.
- Manage the annual budget and supervise organizations purchase cards for all programs.
- Qualified Brain Injury Specialist certification.

4/16- 4/17 **Bancroft NeuroHealth**

Haddonfield, NJ

Program Manager

- Supervises a team of over 30 staff members working in eight residential homes servicing children and adolescents with Autism and Intellectual Disabilities.
- Assure all home are in compliance with DCF and Joint Commission standards and guidelines.
- Ensure that all staff members are trained on clinical behavior plans.
- Manage the annual budget for homes as well as entrusted accounts for client's personal

financial accounts.

- Complete all performance evaluations for all direct reports.

10/11-4/16

Covenant House

12/14/-4/16

Coordinator of Crisis Residential

Atlantic City, NJ

- Supervises team of over 20 staff, interns and volunteers.
- Oversees and supervises all client case management.
- Prepared and submitted quarterly outcome reports.
- Serve on the Agency's strategic planning team leader for Impact of Behavior Strategic initiative.
- Design and manage annual budget.
- Member of the Covenant House Atlantic City Leadership team.

03/14-12/14

Coordinator of Specialized Services

Newark, NJ

- Developed and manage on-site Educational and Vocational programs including the High School Equivalency and Job Readiness classes.
- Supervision of High School Equivalency, Basic Literacy, and Job readiness instructors. As well as supervising Jesuit Volunteer and AmeriCorps Vista volunteers.
- Evaluated existing Agency programs and services and develop improvement plans.
- Participate in grant proposal writing and outcome reporting.
- Conduct staff training in the areas of relationship building, client assessment, crisis management, and service procedures.
- Served as team member for Agency's strategic planning team Education.
- Design and manage annual budget.
- Member of the Covenant House Newark Leadership team.

10/12-3/14

Service Manager

Atlantic City, NJ

- Conducted Supervision for Youth Advisor in daily interactions and case-management with residents.
- Enforcement of structural guidelines of program and related resident responsibilities.
- Assisted in the utilization of community resources in the areas of Mental Health treatment, Substance Abuse, and Legal resources.

04/12-12/12

Youth Advisor

Atlantic City, NJ

- Assessed and managed resident crisis situations such as suicide ideation and gestures, verbal and physical altercations, etc.
- Carried out case management tasks with residents.
 1. Conducted assessment with clients
 2. Prepared with each client an individual case plan, including goals in six areas: social; emotional; spiritual; education; vocational; physical.
 3. Met with each client for weekly one-on-one sessions
 4. Made appropriate recommendations and referrals for services
- Monitored building to ensure residents' safety.

10/11-4/12

Resident Advisor

Atlantic City, NJ

- Supervised youth enrolled and residing in the Covenant House Rights of Passage Transitional Living Program.
- Designed and facilitated Life skill courses.
- Aided in the connection of community resources for transition to independent living.
- Co-created case-management plans with residents to achieve personal and career goals.

Volunteer Experiences

02/19- Present	Brain Injury Association of Delaware <ul style="list-style-type: none"> • Executive Board Member • Strategic Planning • Fundraising • Advising member on use of TBI trust fund disbursements. 	Dover, DE
09/10-12/10	Richard Stockton University <i>Community Partnerships Volunteer</i> <ul style="list-style-type: none"> • Tutored at student at The Martin Luther King Elementary School of Atlantic City in the areas of Mathematics, Science, Reading and Writing. • Lead and monitored physical activities with youth. 	Pomona, NJ
02/10-09/10	Atlantic City Rescue Mission <i>Tutor and Kitchen Volunteer</i> <ul style="list-style-type: none"> • Participated in the Tutoring program for at-risk and homeless adolescents that receive services for the shelter. • Aided in the preparation and meal service for resident. 	Atlantic City, NJ

Education

6/19- Present	Southern New Hampshire University Master's in Business Administration Anticipated Graduation 2021	Manchester, NH
6/17-7/17	Neurobehavioral Training Institute, LLC Qualified Brain Injury Support Provider Supervisor (QBISP-S)	
09/12-12/20	University of Massachusetts Boston <i>Addiction Counselor Education Program</i>	Boston, MA
09/07-12/10	Richard Stockton University of New Jersey <i>Bachelor of Arts</i> Major in Business Studies	Pomona, NJ

ELIZABETH SOUFFRONT, PhD

PROFESSIONAL EXPERIENCE

Mass Bay Counseling

234 Copeland St.

Quincy, MA 02169

Psychologist – 2007 to Present

Provide individual and couples therapy to clients over the age of thirteen at a private practice setting. Referrals come to the Center from insurance companies, health care facilities and the general population. Center serves a wide range of diagnostic categories and levels of functioning. Specializing in treating substance and process addictions, affective disorders, anxiety, personality disorders. Credentialed with most insurance plans.

Modern Assistance Programs, Inc.

Clinical Supervisor/ Consultant- 2018 to present

Provide clinical supervision and utilization reviews to EAP company. Provide clinical review and consultation on complex addiction, mental health and other co-occurring disorders cases. Consult in clinical policy.

Bridgewater State University School of Social Work

Part Time Faculty- 2014 to Present

Design and teach courses on addictions and addiction treatment for undergraduate/graduate students. Design and teach an addiction continuing education certificate program for Licensed social workers.

Addictions Counselor Education Program

UMASS Boston

Boston, MA

Instructor – 2013 to Present

Design and teach a counseling theory and skills course, provide guest lectures on a variety of topics such as: cultural competence and violence risk assessment. Prepare online courses in Spanish on counseling skills, family therapy and practicum supervision.

Latin American Health Institute

95 E. Berkeley St.

Boston, MA 02116

Clinical Supervisor- 2010 to 2013

Provided Individual and group clinical supervision to master level staff and doctoral psychology interns. Supervised grant on Seeking Safety program for clients with trauma and substance abuse.

Arbour Counseling Services
100 Ledgewood Place, Suite 202
Rockland, MA (781) 871-6550 x17
Clinic Director- 2006 to 2008

Administer and supervise all aspects of a mental health outpatient clinic. Provide clinical supervision to approximately 10 fee for service clinicians. Coordinate intakes and assign cases. Administer clinic's utilization review program. Comply with and maintain standards for a wide range of public and private insurance companies. Design and implement an aggressive marketing program to promote clinic's growth. Responsible for budgets and profits for this clinic within the larger Arbour Health System. Provide individual, couples and family therapy to individuals with multiple mental health and substance abuse problems. Clinic serves clients from ages 6 to 80 from several towns in Southeastern Massachusetts.

St. Francis House
39 Boylston St. Boston, MA 02112 (617) 654-1237
Director of Counseling and Clinical Services - 2000 to 2006

Supervise Case management and Mental Health services in a Day Shelter setting. Design and implement counseling, employment, housing and immigration services for homeless adults. Provide clinical supervision for four master's level licensed clinicians and ten case managers. Direct Mental Health services.

Supervise and train Security staff. Design and monitor security procedures for the Day Shelter. Coordinate security and safety demands with counseling and rehabilitation goals. Provide in service trainings on professional and clinical issues.

Manage and maintain the budget for three departments. Coordinate with other programs within the Agency. Maintain positive communication with other Agencies that provide services to the homeless and poor.

Federal Bureau of Prisons, Federal Correctional Institution Fort Dix
P.O. Box 38, Fort Dix, New Jersey 08640 (609) 723-1100
Drug Abuse Program Coordinator - 1994 to 2000

Designed, directed and implemented drug abuse services for 2,000 male low security inmates. Conducted multiple theme focused and insight oriented therapy groups.

Assessed, planned and monitored drug treatment needs of inmates. Designed and coordinated self- help groups and wellness activities that would enhance treatment.

Assisted Chief Psychologist with all administrative and supervisory activities during Chief's frequent reassignments and absences. Provide clinical supervision to six doctoral level staff psychologists during these times. Consulted, advised and trained other prison staff on dealing with mental health issues and psychiatrically impaired inmates. Provided

emergency services and confrontation avoidance when necessary. Performed Staff Psychologist's duties upon demand. All services were provided in English and Spanish.

Staff Psychologist- 1993 to 1994

Provided intakes to all inmates arriving in the Institution. Conducted brief counseling, individual therapy, group therapy and drug education to inmates. Due to lack of staff, my role included all aspects of Psychology services in a prison setting. Provided learning evaluations for the Education Department. Conducted multiple training sessions for prison staff on interpersonal/ communication skills, suicide prevention, cultural diversity and sexual assault prevention. Provided consultation services to other departments and Employee Assistance services.

Atlantic Behavioral Health (Currently AtlantiCare)

13N. Hartford Ave. Atlantic City, NJ (609)348-1161 or (609) 561-7911

Psychologist- 1988 to 1993

Atlantic Behavioral Health is a community mental health center. Duties consisted of mainly providing individual therapy to any individual requesting services. Caseload consisted of adults, children and families with a wide range of psychiatric problems. Provided diagnosis and treatment and coordinated psychiatric consultations for medications. Referred clients for psychiatric hospitalizations and provided follow up upon discharge. Major psychiatric diagnosis and personality disorders represent an area of expertise. Conducted numerous psychological evaluations for the Court System, Probation, Parole and the Division of Youth and Family Services. Psychological evaluations included a wide variety of tests and referral reasons. Conducted intellectual evaluations and complete child custody evaluations. Supervised predoctoral interns one day per week. This was part of a full predoctoral internship with Ancora Psychiatric Hospital.

Camcare Health Organization

400 Market St. Camden, NJ (609)541-1700

Psychologist / Supervising Psychologist – 1983 to 1984 & 1985 to 1988

Camcare is a community mental health center. Provided individual and family therapy to members of the community. Clients were seen for a wide variety of psychiatric problems. Responsibilities included diagnosis and treatment of these clients. Coordinated treatment with other community agencies. Clients were routinely referred for psychiatric hospitalizations and followed upon return. Psychological evaluations were conducted for various agencies, such as, the Division of Youth and Family services and the Courts. During the last year at Camcare, I also supervised master's level clinical staff. The supervision was clinical and administrative.

**Coatesville Veterans Administration Medical Center
Coatesville, PA (610) 384-7711**

Clinical Psychology Intern- 1984 to 1985

This was an A.P.A. Approved clinical psychology internship. Included several rotations: Acute Psychiatric Inpatient Unit, Neuropsychology, Nursing Home Care Unit, Outpatient Clinic and Post Traumatic Stress Disorder Unit. Conducted psychological and neuropsychological evaluations. Provided individual and group therapy. Some of the more specialized experiences included insight oriented group therapy with Vietnam veterans suffering from Post Traumatic Stress disorder and group therapy with psychiatric patients in an acute phase. Facilitated orientation and daily living skills groups for nursing home patients. The population consisted of veterans of all ages in inpatient and outpatient settings.

EDUCATION

**Temple University
Philadelphia, PA**

**PhD in Counseling Psychology-1986
A.P.A. Approved program**

**University of Puerto Rico
Rio Piedras, PR**

**Master of Arts in Clinical Psychology
1981**

**University of Puerto Rico
Mayaguez, PR**

**Bachelor of Arts in Psychology-
1979, Magna Cum Laude**

RESEARCH

The Family Patterns of Alcoholic Families- Master's Thesis

**The Use of the Rorschach in Discriminating between Vietnam Veterans with Post Traumatic Stress Disorder and Vietnam Veterans with other Psychiatric Diagnosis-
Doctoral Dissertation**

Bilingual and Bicultural in English and Spanish

Licensed to Practice Psychology in the State of New Jersey- 1990

Licensed to Practice Psychology in the State of Massachusetts- 2000

Licensed to Practice Psychology in New Hampshire- 2019

TRAINING

Intensive Family Therapy Training – 100 hours, Mental Research Institute, Palo Alto, California

Couples therapy Training- 20 hours, Marriage council of Philadelphia, Philadelphia, PA

Clinical Supervision Training- 9 month externship, Division of Mental Health and Hospitals, State of New Jersey.

Sexual Addiction & Traumatic Bonding- 16 hours

Violence Risk Assessment workshop- 16 hours

Hare's Psychopathy Checklist – 16 hours

Hostage Negotiation Training- Serve as mental health expert for the HNT Team. Received 4hours/month and one week per year from 1994 to 2000

Treating the Addictions- Harvard Medical School – 72 hours, 2002 and 2003, 2004, 2005, 2006, 2007, 2008, 2010, 2015, 2018

Multiple one day trainings and other Harvard Medical School conferences on varied clinical topics

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
David Scott	Program Director	\$90,000	60	\$54,000
Elizabeth Souffront	Clinical Director	\$75,000	60	\$45,000
Alison Bryan	Clinician	\$65,000	100	\$65,000

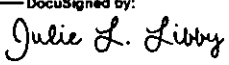

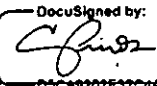
Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-04)

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

AGREEMENT

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

GENERAL PROVISIONS**I. 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 Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number (603) 787-6941	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$217,000
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: 11/18/2020		1.12 Name and Title of Contractor Signatory Julie L. Libby County Administrator	
1.13 State Agency Signature DocuSigned by:  Date: 11/19/2020		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: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



CONTRACT IDENTIFICATION DETAILS

1. Account Numbers for Form P-37, General Provisions

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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, 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.

**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.

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- 1.5.3.5. Injectable extended-release naltrexone.
- 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.

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- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN 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^{PS} the

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exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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.

1.9. 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 1.8.3 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: Comprehensive Case Management for Substance Abuse Treatment

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

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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 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:

1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

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- 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.10.6.2. 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:
 - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.10.7.1. 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:
 - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.10.7.1.2. 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:

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- 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
- 1.10.7.1.2.2. 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):
 - 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.10.7.2. 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.
- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders.
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. 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.
- 1.10.9. 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.

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- 1.10.10. 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:
 - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.10.10.2. Probation and parole programs.
 - 1.10.10.3. Doorways.
- 1.10.11. 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.
- 1.10.12. 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.
- 1.10.13. The Contractor shall not deny services to an adolescent due to:
 - 1.10.13.1. The parent's inability and/or unwillingness to pay the fee; or
 - 1.10.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.14. The Contractor shall provide services to eligible individuals who:
 - 1.10.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.10.14.2. Have co-occurring mental health disorders; and/or
 - 1.10.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.10.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.10.16. 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:
 - 1.10.16.1. Kitchens.
 - 1.10.16.2. Group rooms.

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1.10.16.3. 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.

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:

- 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:

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- 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
 - 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 ^{os}injuries;

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- 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:
 - 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:

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- 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
 - 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 domains and no less frequently than every four (4) sessions or every (4)

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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.
 - 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:

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- 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 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

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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 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

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- 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
 - 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).

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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:

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;

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- 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
 - 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^{DS}

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- 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, must be extinguished and disposed of in appropriate containers.
 - 1.17.1.6.3. Ensure periodic cleanup of the designated smoking area.

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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.

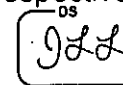
1.18.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:

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

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.

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- 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;
 - 1.18.4.4.6. Topics covered by both the administrative and personnel manuals;

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- 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 contact or potential for occupational exposure to

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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

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any clinical or recovery support services within their scope of practice.

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.

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- 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.
- 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.

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- 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.
- 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.

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- 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 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:
 - 1.18.25.1. 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

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- 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.
- 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.

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- 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
 - 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
 - 1.23.1.2.4. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized.
- 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:

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- 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.
- 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:

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- 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;
 - 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.

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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.

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;

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- 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;
- 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

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- 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.
- 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.

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- 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.
 - 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.

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:

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- 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 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.

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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 of the

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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 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

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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.

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.

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- 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
 - 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

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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

- 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.

SS-2021-BDAS-04-SUBST-04

Contractor Initials

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**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. 40.513%, 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. 20.870%, General Funds; and**
- 1.1.3. 38.617%, 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. 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.**

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.**

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.

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



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

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



- 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 7, 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 7, 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.

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



- 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: Intensive Case Management Services

- 6.1. 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.
- 6.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 6.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

7. Sliding Fee Scale

- 7.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 7.2. 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%

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



300% - 349%	57%
350% - 399%	77%

- 7.3. 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.

8. Submitting Charges for Payment

- 8.1. 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:

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

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

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

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

8.1.5. Submit separate batches for each billing month.

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

- 8.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

- 8.4. 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

- 8.5. 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.

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



- 8.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
 - 8.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
 - 8.8. 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.
 - 8.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
 - 8.10. 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.
 - 8.11. 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.
 - 8.12. 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.
 - 8.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
 - 8.14. 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.
9. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
- 9.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 9.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 9.2.1. Make cash payments to intended recipients of substance abuse services.
 - 9.2.2. 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.

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



- 9.2.3. 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.
- 9.2.4. 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.
- 9.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
 - 9.3.1. 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.

10. Audits

- 10.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 10.1.1. 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.
 - 10.1.2. 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.

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



- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.

**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.	Individual Intensive Case Management	\$16.50	15 min
1.6.	Group Intensive Case Management	\$5.50	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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Julie L. Libby

Name: Julie L. Libby

Title: County Administrator



**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:

11/18/2020

Date

DocuSigned by:

Julie L. Libby

Name: Julie L. Libby

Title: County Administrator

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date 11/18/2020

**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 ^{OS}

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/18/2020

Date

DocuSigned by:
Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

Contractor Initials *JLL*
Date 11/18/2020

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:

11/18/2020

Date

DocuSigned by:

Julie L. Libby

Name: Julie L. Libby

Title: County Administrator

Exhibit G

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

Contractor Initials

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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:

11/18/2020

Date

DocuSigned by:

Julie L. Libby

Name: Julie L. Libby

Title: County Administrator



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Date 11/18/2020



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Exhibit I

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

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

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

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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 (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 11/18/2020



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials

11/18/2020
Date



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. JLL

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

11/18/2020
Date



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

11/19/2020

Date

Grafton County

Name of the Contractor

Julie L. Libby

Signature of Authorized Representative

Julie L. Libby

Name of Authorized Representative

County Administrator

Title of Authorized Representative

11/18/2020

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:

11/18/2020

Date

DocuSigned by:

Julie L. Libby

Name: Julie L. Libby

Title: County Administrator



**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.

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

 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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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

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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

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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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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

CERTIFICATE OF AUTHORITY

I, Marcia Morris, 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 the Grafton County Board of Commissioners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Commissioners, duly called and held on November 17, 2020, at which a quorum of the Commissioners were present and voting.
(Date)

VOTED: That, Julie L Libby, County Administrator
(Name and Title of Contract Signatory)

is duly authorized on behalf of Grafton County 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: November 17, 2020



Signature of Elected Officer

Name: Marcia Morris

Title: Clerk, Board of Commissioners



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		603	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 11/16/2020 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



Grafton County Department of Corrections
3787 Dartmouth College Highway ~ North Haverhill, NH 03774
Phone (603)787-6767 – Fax (603)787-6011

Grafton County Commissioners

- **DISTRICT 1:** Commissioner Wendy A. Piper
- **DISTRICT 2:** Commissioner Linda D. Lauer
- **DISTRICT 3:** Commissioner Marcia Morris

ASHLEY BELYEA



PROFESSIONAL EXPERIENCE:

Grafton County Alternative Sentencing – North Haverhill, NH July 2015-Current
Adult Diversion Program, Case Manager

Responsible for managing a caseload up of up to 25 Adult participants. Works with participants individually and in groups to teach basic life skill needs and help aide in the participants' stabilization (i.e. housing, finances, insurance, education, employment, etc.). Responsible for completing assessments to aide in participant eligibility determination into the program. Currently working towards obtaining CRSW licensure.

Grafton County Nursing Home - North Haverhill, NH April 2012-July 2015
Licensed Nursing Assistant

Assisted elderly residents with basic life skill needs and care such as dressing, oral care, ambulation, feeding, range of motion exercises, vital signs, and activities.

Warren Village School -Warren, NH Aug. 2011-June 2012
Preschool Teacher

Managed a classroom size of 15 students. Prepared and taught lesson plans for Reading, Math, Science, and Socialization. Designed and implemented a report card system to coincide with the Reading and Math program. Documented progress of students through progress reports and performed screening assessments.

Wentworth Elementary School - Wentworth, NH Aug. 2010-June 2011
Kindergarten Teacher

Managed a classroom size of 6 students. Prepared and taught lesson plans for Math, Social Studies, Science, Reading, Phonics, and Literacy. Documented progress of students through work samples, progress reports, reports cards and digital portfolios.

Woodsville Elementary School- Woodsville, NH Aug. 2009-June 2010
Title I Assistant

Worked with six Kindergarten student to improve and enhance their knowledge, understanding, and comfort with Math and Reading. Documented students' progress through work samples.

ADDITIONAL EXPERIENCE:

Shaw's Supermarkets 2002-2010
Customer Service Representative, Cashier, Deli Assistant

EDUCATION: Bachelor of Science in Elementary Education

May 2009

Minor: Psychology

Keene State College, Keene, NH

SKILLS:

Knowledge of Word, Excel, Power Point, Digital Portfolios, knowledge of Thinking for Change curriculum, knowledge of biopsychosocial assessments, and CPR certified.

Lindsey Rich



Profile

I am a mother of two daughters, an Army veteran, who has a breadth of work experience. This resumes purpose is to serve as a marker for my professional experience to date.

Education

WOODSVILLE HIGH SCHOOL-WOODSVILLE, NH

- General Studies
- Diploma

WHITE MOUNTAINS COMMUNITY COLLEGE-LITTLETON CAMPUS

- Inter-Disciplinary Associates Degree
- In process of completion (64 credit hours)

Skills & Abilities

- Adapted to technology
- Team player
- Great interpersonal skills
- Communication skills, both verbal and written, are beneficial

Experience

ADMINISTRATIVE ASSISTANT | GRAFTON COUNTY | 2017-2019

- Responsibility include answering phones, organizing storage spaces, ordering supplies, processing UA's, updating and creating charts/files, billing and invoicing, assisting the director and all office staff in any other tasks that are needed. I created a few excel spreadsheets that help track progress as well as data required for reporting to the County's Commissioners.

LICENSED NURSING ASSISTANT (LNA) | GRAFTON COUNTY | 2016-2019

- Assisting 30 residents with their activities of daily living, reporting any issues to the nurse on staff, HIPPA compliance as well as communicating all aspects in a timely manner.

NEW HAMPSHIRE NATIONAL GUARD | ARMY | 2007-2014

- Responsible for the mental and physical well-being of the soldiers in my unit, documenting and keeping medical records, following military protocol, reporting up my chain of command and making on the spot decisions for the best interests of my soldiers. I was deployed to Afghanistan for 10 months.

Lucille Buteau

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

- Over 20 years of experience in counseling, management, supervision and group facilitator
- NH Certified Impaired Driver Intervention instructor for 9 years
- Certified HiSET testing proctor
- Highly effective in promoting a positive, productive environment
- Reputation for excellence and high-quality service to individuals
- Strong interpersonal and communication skills.

Professional Experience

03/21/2016 - Present

Grafton County

North Haverhill NH

Grafton County Department of Corrections Substance Abuse Coordinator and Clinical Supervisor

10/01/2014 - 03/21/16

Grafton County

North Haverhill NH

Director of Grafton County Alternative Sentencing Programs.

06/15/2007— 04/07/2014 TRI-County Community Action Program Berlin, NH

Division Director of Substance Abuse Services

Supervise 7 programs and 30 staff members, develop programs, submit grants, request for proposal and contracts.

11/20/2006— 06/14/2007

TRI-County Community
Action Program

Berlin, NH

Clinical Director of Friendship House

Provide clinical supervision to clinical staff and administration staff on a daily basis, carry a caseload of 5 clients and conduct educational classes and group therapy

01/06/2006— 11/19/2007

TRI-County Community
Action Program

Berlin, NH

Program Director of Impaired Driver Impairment Programs

NH Certified Impaired Driver Intervention Instructor and Counselor

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

08/18/2005 — 06/15/2007

TRI-County Community
Action Program

Berlin, NH

Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor

Stay current with NH state safety laws regarding driving while under the influence of substances, NH Certified Instructor, PRIME Instructor and conducted risk assessments and provide aftercare recommendation to client.

05/01/1999 — 06/15/2003

Northern NH Mental Health

Berlin, NH

A substance abuse counselor and a mental health crisis care worker.

Degrees		
NH Licensed Clinical Supervisor 0049		July 2019
NH Licensed Alcohol and Drug Counselor 0539		October 2002
Bachelor's Degree in Science	Springfield College	June 2000
Associate degree in Human Science,	Berlin Community College	June 1997

Mark Deem

Skills and Certifications

- Certified Corrections Sergeant
- (CRSW) Certified Recovery Support Worker
- (CCAR) Recovery Coach Trained
- Understanding and knowledge of Criminal Law
- Excellent leadership and communication skills
- (CIT) Mental Health Crisis Intervention trained
- Experience in Grant writing
- Well organized and detail oriented
- Excellent Computer Skills
- Knowledge of Correctional Facility procedures
- Self- Defense techniques

Professional Experience

Programs Sergeant

Grafton County Department of Corrections – North Haverhill, NH

02/2014- Current

- In my role as Sergeant I am responsible for the delivery of all Inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programing possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each Inmate has access to religious materials as required by policy.

Booking / Intake Sergeant

Grafton County Department of Corrections – North Haverhill, NH

01/2013- 02/2014

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing Inmate paperwork and ensure that all the legal information is accurate. This ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

Shift Supervisor

Grafton County Department of Corrections – North Haverhill, NH

08/2011- 10/2013

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

Correctional Officer

Grafton County Department of Corrections – North Haverhill, NH

06/07- 08/2011

- Starting out as a Correctional Officer I was responsible for the basic supervision of Inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all Inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HiSET program. This program changed the graduation rate from 1 per year to over 20.

Nicole Mitchell

Licensed Alcohol and Drug Counselor, Vermont
Registered yoga instructor.

EXPERIENCE

Valley Vista, Bradford VT— Program Manager Adult Men October 2018- PRESENT

Oversight of clinical staff
Program Development and policy adherence
Assessment, treatment planning and case management
Individual, family and group therapy
Facilitating Treatment Team Meetings
Collaboration with other providers in the states of VT and in New England

October 2018-April 2019 - Transitional Aged Youth Program Manager

Oversight of Tutorial staff and program on site.
Oversight of clinical staff
Program Development and policy adherence
Assessment, treatment planning and case management
Individual, family and group therapy
Facilitating Treatment Team Meetings
Collaboration with other providers in the states of VT and in New England

February 2016-October 2018 Adolescent Program Director

Supervision of residential staff and clinical staff
Assessment, treatment planning and case management
Individual, family and group therapy
Facilitating Treatment Team Meetings
Collaboration with other Vermont substance use providers working with adolescents.

SKILLS

Efficient
Self-Motivated
Honest
Trauma Sensitive
Teaching Yoga
Team player

AWARDS

Pat Chi
Employee of the year

LANGUAGES

English

**Clara Martin, Bradford VT— Child and Family Team Leader
Transitional Aged Youth Coordinator**

March 2014- February 2016

Began as the TAY coordinator in 2014

Program development

Assessments

Supervision of the JOBS program (Jump on Board for Success) and YIT (Youth In Transition) program,

Individual therapy, family therapy, group therapy

Interagency collaboration

Promoted to the Child and Family Team Lead

Supervision of all agency clinicians under the child and family team (clinicians who hold cases for ages 0-22).

Coordination of care with schools, pediatricians and other supporting agencies in Orange county communities.

Individual therapy, family therapy, group therapy

Assessments

Program development

Facilitating interagency collaborations for providers who share common clients

Sovereign Journey, Bethlehem NH—Lead Clinician

February 2013- February 2014

Individual therapy, family therapy, group therapy

Facilitating treatment team meetings

Collaborating with educators and case managers

Marketing

Admissions

Valley Vista, Bradford VT-Program Director

March 2006-February 2013

Primary Therapist Adolescent unit:

Individual therapy, family therapy, group therapy

Family Programming

Case Management

Primary Therapist Women's unit:

Individual therapy, family therapy, group therapy

Case Management

Insurance Reviews

Assistant Program Director Women's Unit:

Supervisor of residential staff

Program Development

Primary therapist responsibilities

Program Director Women's Unit- Interim Director of Men's unit

Supervision of clinicians on assigned unit

Program Development

Group therapy assessment and quality assurance

EDUCATION

**Dartmouth College, Hanover NH— *Master of Liberal Arts-
concentration in substance use disorders***

June 2007 - May 2010

**Plymouth State University, Plymouth NH— *Bachelor of Arts,
Psychology***

September 2004-2005

Reene E. DePalo



Education:

Springfield College

Manchester, New Hampshire 03103

Masters of Science in Mental Health Counseling – August 2015

Hesser College

Manchester, New Hampshire 03103

Bachelors of Science in Criminal Justice – May, 2009

Employment:

Grafton County- Director

3801 Dartmouth College Highway North Haverhill, NH 03774

Director of Alternative Sentencing- December 2018- Current

Duties and Responsibilities- Creating safe and secure programs for a diverse population of former prisoners, grant writing, presentations, monitoring sobriety, intakes and discharges, presentations to CIT regarding Alternative Sentencing, administrative tasks, hiring and terminations, creating staff goals, development plans and evaluations, overseeing program volunteers, monitoring an annual budget over 250k, maintaining a positive relationship with the County Attorney, Probation and Parole as well as the surrounding police departments, maintaining a close professional relationship with the County Government, providing individual and group therapies, creating new policies and procedures, providing community education around our programs as well as mental health issues we face, advocating for clients and program needs, creating and implementing strategic plan with consultants, data collection and reporting, writing and implementing treatment plans and reporting on grants.

Dismas of Vermont- Director

1673 Maple St Hartford, VT 05047

Hartford Dismas House Director- January 2017-July 2018

Duties and Responsibilities- Creating a safe and secure home for a diverse population of former prisoners, grant writing, presentations, maintaining safety and security of residents, monitoring sobriety, inmate interviews, intakes and discharges, presentations about Dismas and its mission, administrative tasks, hiring and terminations, creating staff goals and development, monitoring volunteers upwards of 100, planning and completing fundraising events, monitoring an annual budget over 250k, maintaining a positive relationship with Probation and Parole as well as the surrounding police departments, mandated reporter, maintaining a close professional relationship with the local board, providing individual and group therapies, creating new policies and procedures, creating and implementing strategic plan with consultants, writing and implementing treatment plans and reporting on grants.

Clara Martin Center

1483 Lower Plain Rd, Bradford VT

Child and Family Clinical Team Lead- February 2016-January 2017

Duties and Responsibilities- Responsible for supervising clinical staff, creating and implementing new groups and programs, creating new procedures as it pertains to the effectiveness of the child and family program, completing intakes and discharges, writing and implementing treatment plans, monitoring budgets and contracts, grant writing, remaining in compliance with office of public regulations to obtain licensure, compliance with Medicaid regulations, providing and documenting weekly supervision with all staff, providing individual therapy to children and families, coordinate and communicate with surrounding mental health agencies and doctor offices, completing administrative tasks, hiring and termination, ensuring a high quality of care for all clients, maintaining a positive professional relationship with outside agencies and interagency.

REFERENCES AVAILABLE UPON REQUEST

Community Bridges Behavioral Program Manager

70 Pembroke Road, Concord NH

Program Manager/Behaviorist-April 2015-February 2016

Duties and Responsibilities- Responsible for supervising 20 staff members, managing 2 residential homes, creating and implementing behavior plans, monitoring compliance with procedures and policies, creating new policies and procedures, completing intakes and discharges, hiring and termination, compliance with NH laws around disabilities and housing, behavioral consultations, behavioral observations, participating in on-call coverage, some in state travel, creating and explaining reports around budgets and progress of homes/clients, communicate with surrounding mental health agencies and state agencies, keeping employee records and trainings up to date, approving time sheets/vacation requests/travel reimbursements, monitoring the safety, security and rights of all individuals, sitting on human rights committee and internal rights committee, completing all administrative tasks, maintaining a positive and on-going professional relationship with all outside agencies, interagency and employees.

Harbor Homes, Veterans FIRST – Assistant Program Manager/Case Manager

45 High St, Nashua, New Hampshire

Assistant Program Manager – April 2013 to April 2015

Duties and Responsibilities – Responsible for assisting a caseload of approximately 20 residents progressing through the program, by monitoring their compliance with program rules, assisting them in securing housing, and employment, monitoring their compliance with aftercare requirements, addressing medical and mental health needs, complete initial orientation which includes: rules of the program, create an RSP (Resident Service Plan). Weekly/Bi-weekly case notes, communicate with contracting agencies to discuss various aspects of each residents requirements, complete ongoing feedback of reports, including closing summaries of completed residents, and keeping employment records up to date, completing and submitting various routine requests for approval of residents activity to the Veterans Administration, participate in on call coverage, including maintaining phone contact with program as needed. Maintain safety of clients and staff, delegate duties as needed to various staff, and maintain positive relationships with outside agencies

YDC John Sununu Center – Youth Counselor II

1056 North River Road, Manchester, New Hampshire

Youth Counselor II – May 2011 to January 2012

Duties and Responsibilities – Responsible for the safe and secure operation of the unit, provided unit checks on the hour, responsible for head counts and random searches, served as the second in command with potential for becoming manager of the unit, supervised staff and completed hearings when issues occurred, monitored the safety of the residents, completed body searches upon return to the unit, monitored and tracked daily activities, communicated with JPPO and District court

Easter Seals – Residential Instructor/Shift Supervisor

200 Zachary Rd, Manchester, New Hampshire

Instructor/Supervisor- June 2006 to April 2011

Duties and Responsibilities- Provided personal care and habilitation training to children with behavioral issues in a residential setting, assisted clients in recreation and educational activities, observed and recorded daily data to monitor client progress, managed daily operations, taught clients independent living skills, held clients accountable for rules, supervised staff and oversaw unit, monitored staff clock in and out times, breaks and lunches, provided weekly supervision to staff and aided in the hiring process

Skills:

Dependable, Organized and exceptional time management skills

Excellent leadership skills

Detail oriented

Ability to deal tactfully with others

Ability to exercise sound judgment and discretion in handling confidential information

Ability to adjust to varying or changing working situations to meet emergency or changing program requirements

Proficient in all Microsoft computer databases

Proficient in QuickBooks

Trainings:

Dialectical Behavioral Therapy Trainer 2009

Therapeutic Crisis Intervention Trainer 2009

REFERENCES AVAILABLE UPON REQUEST

Applied Suicide Intervention Skills Trainer 2014
NAMI Suicide Prevention and Postvention Trainer 2014
US Army Resilience Trainer 2014
Person Centered Thinking Trainer 2015
MOAB (Management of Aggressive Behaviors) Trainer 2015
CANS Assessment 2016
MRT Trainer 2019

Sarah Pepper, CRSW

Education

Bachelor of Arts, Criminal Justice (May 2015)

Saint Anselm College, Manchester, NH

Master of Science, Clinical Mental Health Counseling

Springfield College, Saint Johnsbury, VT

Plymouth State University, Plymouth, NH

Course Highlights: Introduction to Criminal Justice, Juvenile Justice System, Juvenile Delinquency, Theories and Practice of Punishment, Violence and Public Health, Women and Crime, Research Methods, Criminal Justice Statistics, Criminal Law, Deviance and Social Control, Computer Forensics, General Psychology, Abnormal Psychology, Adolescent Psychology

Professional Orientation and Ethical Practice, Group Counseling Skills, Counseling Theories, Diagnosis and Psychopathology, Counseling Skills and Modalities, Multicultural and Diverse Counseling, Human Growth and Development, Advanced Human Development

Certifications: Recovery Coach, State on New Hampshire Certified Recovery Support Worker (0159 October 2018)

Experience

Grafton County Department of Corrections, North Haverhill, NH

Substance Abuse Counselor/HiSET Instructor

(October 2017-Present)

Assisting incarcerated individuals with substance abuse treatment by co-leading three groups daily. Provide individual counseling weekly along with recovery support skills. Preparing individuals to take the HiSET exam to earn their High School Diploma. Assist individuals with obtaining counseling, stable housing, and information on health insurance upon their release.

Lisbon Regional School, Lisbon, NH

Paraeducator

(October 2016-October 2017)

Assisting students in the school setting achieve goals outlined in their Individualized Education Plan. Goals ranging from classroom involvement to learning the life skills necessary for outside of school. Responsible for behavior management of student.

Life Transition Services, North Haverhill, NH

Life Coach

(July 2016-October 2016)

Assisting client with academic needs in the school setting according to their Individualized Education Plan. Built client portfolio by volunteering in the community and establishing the life skills needed for a paying job.

Becket Family of Services, Pike, NH

Academic 1:1 Support

(April 2016-July 2016)

Provide 1:1 support for students while adhering to their individual treatment plans. Assisting in the academic classroom as well as assisting the students with self-regulation. Engage students in the community and strengthening students' life skills.

Becket Family of Services, Pike, NH

Residential Youth Counselor

(July 2015-April 2016)

Implement activities of daily living according to individual treatment plans and behavioral plans for at risk males between the ages of 13 and 21 years. Involve the residents in social and recreational activities such as community integration and physical activity. Encourage the residents to engage in high quality living skills, including: practicing personal hygiene, and housekeeping, along with preparing meals. Trained in medication distribution, Handle with Care physical behavior managements, and verbal de-escalation using Therapeutic Crisis Intervention.

Sununu Youth Services Center, Manchester, NH

Intern

(February 2015-May 2015)

Intern in a supervisory position. Participate in the in-take process and different treatment plan meetings. Engage with the students on the different units. Observe classes during the day and the residential aspect at night. Firsthand experience into the residential and placement piece of the juvenile justice system.

Saint Anselm College Meelia Center for Community Engagement, Manchester, NH

Site Coordinator for Sununu Youth Services Center

(November 2013-May 2015)

Recruit and organize Saint Anselm College students to volunteer at Sununu Youth Services Center. Meet with SYSC each semester to plan and set goals. Act as liaison between students and SYSC, demonstrating excellent communication skills. Demonstrate problem solving ability when issues arise and solve them in a timely manner.

Volunteer at Sununu Youth Services Center, Manchester, NH

(January 2013-May 2015)

Tutor, mentor, and encourage the youth, ages thirteen to eighteen while enabling them to realize their potential. Effectively motivate students to reach academic goals. Create an encouraging and supportive environment favorable to learning.

Volunteer at Hampshire House, Manchester, NH

(January 2014-May

2014)

Teach computer skills, helped with resume building and job searching. Advised with sending employment inquiries. Created an encouraging and supportive environment.

Leadership

Appalachia Service Project-Letcher County, KY

Group Leader

(June 2015)

Lead a group of 6 high school students to Kentucky to volunteer with Appalachia Service Project, an organization that helps make houses safer low income families. Delegated the different jobs to the students which included taking a floor up, replacing the insulation, and putting a new floor down.

Spring Break Alternative Trip-Minden, LA

Volunteer

(March 2012)

Traveled down to Louisiana and worked with The Fuller Center for Housing, an organization that helps build affordable housing for low-income families. Delegated relationships with family members and acquired exposure and understanding of the hardships faced by low income families.

Additional Experience

McDonald's-Hillsboro, NH

Crew Member

(June 2014-June 2015)

Exhibited strong communication and sales skills while promoting services and meeting customers' needs. Show leadership when asked to supervise at times during shifts. Exemplify flexibility by working mornings, nights, weekends, and holidays. Based on ability and performance, received progressive responsibility.

True Confections, LLC-Concord, NH

Cashier

(May 2013-May 2014)

Work independently while opening and closing the store. Acquired significant experience in customer relations through direct contact with customers. Cashed out registers at the end of the night during closing. Accurately and efficiently handled/processed cash, checks, and credit card transactions.

Saint Anselm College Athletics -Manchester, NH

Athletic Communications

(September 2012-May 2015)

Exercise ability to multi-task in high demand situations while recording statistics during sporting events. Demonstrate reliability, ability to focus, and attention to detail while responsible for different tasks during games including recording shots in hockey games, keeping the scorebook for volleyball, and knowing appropriate times to play music. Show reliability and responsibility when being a line judge during the volleyball games.

Computer Skills: Social Media (Facebook, Twitter, Instagram), Microsoft Office

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Renee DePalo	Director of Alternative Sentencing	\$64,615.00	10%	\$6,461.50
Nicole Mitchell	LADC	\$66,268.18	65%	\$43,074.32
Ashley Belyea	Case Manager, CRSW	\$43,642.00	50%	\$21,821.00
Lindsey Thornton	Administrative Assistant	\$39,671.47	5%	\$1,983.57
Lucille Buteau	Substance Abuse Program Director	\$66,810	100%	\$66,810
Sarah Pepper	Counselor	\$41,484	40%	\$16,676
Mark Deem	Sergeant	\$63,371	100%	\$63,371


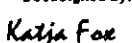
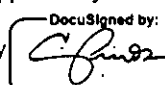
Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-05)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd Nashua, NH 03062	
1.5 Contractor Phone Number (603) 882-3616	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 \$1,701,384
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: 11/30/2020		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 11/30/2020		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: 11/30/2020			
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, 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.

**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;

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



- 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.

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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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 Residential Withdrawal Management services as defined as an ASAM Criteria, Level 3.7-WM residential service. The Contractor shall provide withdrawal management services that include a combination of clinical and/or medical services that are utilized to stabilize a client while the client undergoes withdrawal.

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- 1.8.7. 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.
- 1.8.8. 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.
- 1.8.9. 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.
- 1.8.10. The Contractor shall provide Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. The Contractor shall provide residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.11. 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:
- 1.8.11.1. 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.

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- 1.8.11.2. Coordinate care and meet all requirements for the service provided.
- 1.8.11.3. 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."
- 1.8.11.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.10, above.

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 Paragraphs 1.8.1 through 1.8.10 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: 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.

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1.9.2.2.2. 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.

1.9.2.2.3. 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 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:

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- 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 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:
 - 1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or

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- 1.10.6.2. 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:
 - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.10.7.1. 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:
 - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.10.7.1.2. 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:
 - 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.10.7.1.2.2. 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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- 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
- 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
- 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
- 1.10.7.2. 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.
- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. 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.
- 1.10.9. 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.
- 1.10.10. 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:
 - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.10.10.2. Probation and parole programs.
 - 1.10.10.3. Doorways.
- 1.10.11. 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.

1.10.12. 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.

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

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

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

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

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

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

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

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

1.10.16. 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:

1.10.16.1. Kitchens.

1.10.16.2. Group rooms.

1.10.16.3. 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

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- 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:
 - 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.

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- 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
 - 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).

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- 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:
 - 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

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- 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
 - 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

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- 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.
 - 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.

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- 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 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

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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 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.

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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).

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

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

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- 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:
 - 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.

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- 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
 - 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:

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- 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, 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

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- 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.
 - 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;

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- 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;
 - 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:

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- 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 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.

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- 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/
- 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.

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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.

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

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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.

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

1.18.12. 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.

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

1.18.13.1. Review of case records;

1.18.13.2. Observation of interactions with clients;

1.18.13.3. Skill development; and

1.18.13.4. Review of case management activities.

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

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

1.18.16. The Contractor shall provide training to staff on:

1.18.16.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

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- 1.18.16.2. The 12 Core Functions;
- 1.18.16.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 1.18.16.4. 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.
- 1.18.17. 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.
- 1.18.18. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
 - 1.18.18.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.18.18.2. 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.
- 1.18.19. 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.
- 1.18.20. 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.
- 1.18.21. 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:
 - 1.18.21.1. A Department-approved ethics course;
 - 1.18.21.2. A Department-approved course on the 12 Core Functions;

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- 1.18.21.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
- 1.18.21.4. 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.
- 1.18.22. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.18.23. The Contractor shall ensure staff receive continuing education 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.
- 1.18.24. 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:
 - 1.18.24.1. The contract requirements.
 - 1.18.24.2. All policies and procedures provided by the Department.
- 1.18.25. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.18.25.1. Hepatitis C (HCV);
 - 1.18.25.2. Human immunodeficiency virus (HIV);
 - 1.18.25.3. Tuberculosis (TB); and
 - 1.18.25.4. 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

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(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.
- 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

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- 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
 - 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

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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.
- 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^{PS}, and

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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;

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

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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.

- 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;

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- 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;
- 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

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- 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.
- 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.

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- 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; 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: 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.

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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 organization and entity level, and Cash Flow Statement for the Contractor. All statements shall be reflective of the entire Harbor Care organization and shall be submitted once reviewed and approved by the Board, but no later than the 30th of the following month. The Contractor will 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 must mature within three (3) months and should not include common stock. Any amount of cash from a line of credit should be broken out separately.

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

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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 0.30:1, with a 20% variance allowed.

7.1.5. Total Lines of Credit

7.1.5.1. The contractor will provide a listing of every line of credit and amount outstanding for each line.

7.1.5.2. The contractor will report on any new borrowing activities.

7.1.5.3. The contractor will report on any instances of non-compliance with any loan covenant or agreement.

7.2. In the event that the Contractor's annual audit reflects an operating loss, or the Contractor does not meet either:

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

7.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months; or

7.2.3. Does not meet the reporting timeframe; then

7.3. The Department may:

7.3.1. Require the Contractor meet with Department staff to explain the

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- reasons the Contractor has not met the standards.
- 7.3.2. Require the Contractor to submit a comprehensive corrective action plan within twenty (20) calendar days of notification that any provisions outlined in 7.2 have not been met. The corrective action plan shall include:
- 7.3.2.1. The specific reason(s) the Contractor did not achieve the standard;
- 7.3.2.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
- 7.3.2.3. A date by which the reason(s) for noncompliance will be resolved.
- 7.3.3. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
- 7.3.3.1. If a corrective action plan is required, the Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
- 7.3.3.2. 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.
- 7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement.
- 7.6. The Contractor shall inform the Department by phone and by email within five business days when any Executive Management, Board Officers, or Program Managers for DHHS contracts submits a resignation or leaves for any other reason.
- 7.7. The Contractor shall create an Audit Sub-Committee of the Board for the purpose of procuring audit services through an open bid process for fiscal year 2021.

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7.8. Program-level Profit and Loss Statement for the organization shall be submitted at the time of the monthly claims batch. The program-level Profit and Loss Statement shall include all revenue sources and all related expenditures for that program, and shall include a budget column allowing for budget to actual analysis.

7.9. Additionally, the Contractor shall supply a year-to-date program-level Profit and Loss Statements for all Harbor Care programs on a bi-annual basis, for December 31 (to be submitted by January 31, 2021) and June 30 (submitted by July 31, 2021). The program-level profit and loss shall include all revenue sources and all related expenditures for each program, and shall include a budget column allowing for budget to actual analysis.

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. 16.373%, 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 represents 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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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 13, 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 13 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 in residential level of care who have Opioid Use Disorder (OUD) or stimulant use disorders, as defined in the SOR Grant.
 - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD or stimulant use disorders 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 **\$1,009,634**.
 - 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) or stimulant use disorders.
 - 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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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 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.

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.

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



9. Additional Billing Information: Intensive Case Management Services

- 9.1. 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.
- 9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

- 10.1. The Contractor shall seek reimbursement in accordance with Section 5 and, upon prior approval of the Department, for transportation provided, as follows:
 - 10.1.1. 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.
 - 10.1.2. 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.
 - 10.1.3. 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.
- 10.2. The Contractor shall maintain records and keep receipts to support the cost of transportation and provide records and receipts to the Department upon request.

11. Additional Billing Information: Child Care

- 11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided, as follows:
 - 11.1.1. 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.
 - 11.1.2. At the actual cost to purchase childcare when provided by a licensed childcare provider.
- 11.2. 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.

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



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

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

12.1.1. Medication

12.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b); except for Section 12.2.2 below.

12.1.1.2. 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:

12.1.1.2.1. 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.

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

12.1.1.3. The Contractor shall maintain documentation of the following:

12.1.1.3.1. WITS Client ID Number;

12.1.1.3.2. Period for which prescription is intended;

12.1.1.3.3. Name and dosage of the medication;

12.1.1.3.4. Associated Medicaid Code;

12.1.1.3.5. Charge for the medication;

12.1.1.3.6. Client cost share for the service; and

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

12.1.2. Physician Time

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



- 12.1.2.1. 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:
- 12.1.2.1.1. Assessing the client's appropriateness for a medication.
 - 12.1.2.1.2. Prescribing and/or administering a medication.
 - 12.1.2.1.3. Monitoring the client's response to a medication.
- 12.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 12.1.2.3. The Contractor shall maintain documentation of the following:
- 12.1.2.3.1. WITS Client ID Number;
 - 12.1.2.3.2. Date of Service;
 - 12.1.2.3.3. Description of service;
 - 12.1.2.3.4. Associated Medicaid Code;
 - 12.1.2.3.5. Charge for the service;
 - 12.1.2.3.6. Client cost share for the service; and
 - 12.1.2.3.7. Amount being billed to the Department for the service.

13. Sliding Fee Scale

13.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

13.2. 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%

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



250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

13.3. 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.

14. Submitting Charges for Payment

14.1. 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:

- 14.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 14.1.2. 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.
- 14.1.3. 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.
- 14.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 14.1.5. Submit separate batches for each billing month.

14.2. 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.

14.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

14.4. 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

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



- 14.5. 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.
- 14.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 14.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 14.8. 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.
- 14.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date:
- 14.10. 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.
- 14.11. 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.
- 14.12. 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.
- 14.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 14.14. 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.
15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
 - 15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 15.2.1. Make cash payments to intended recipients of substance abuse services.

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



- 15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 15.3.1. 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.

16. Audits

- 16.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 16.1.1. 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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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C**



- 16.1.2. 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.
- 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department by March 31st 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
1.7.	Transitional Living for room and board only	\$75.00	Per day
1.8.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day

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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.	Low-Intensity Residential for Medicaid clients with OUD or stimulant use disorders- Enhanced Room and Board	\$100.00	Per day
1.10	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.11	High-Intensity Residential for Medicaid clients with OUD or stimulant use disorders- Enhanced Room and Board	\$100.00	Per day
1.12	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	\$75.00	Per Day
1.13	High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	\$180.00	Per Day
1.14	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.
1.15	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 12.1	See Exhibit C, Section 12.1
1.16	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

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



Exhibit C-1

1.17	Individual Intensive Case Management	\$16.50	15 min
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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services**

Exhibit C-1


	Service	Maximum Allowable Charge	Unit
1.18	Group Intensive Case Management	\$5.50	15 min
1.19	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.20	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.21	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
1.22	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
1.23	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

Harbor Homes, Inc.

SS-2021-BDAS-04-SUBST-05

Exhibit C-1

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 Contractor Initials
 11/30/2020
 Date



**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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/30/2020

Date

DocuSigned by:

Peter Kelleher

Name: Peter Kelleher

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:

11/30/2020

Date

DocuSigned by:

Peter Kelleher

Name: Peter Kelleher

Title: President & CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 11/30/2020

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 ^{DS} pk

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:

11/30/2020

Date

DocuSigned by:

Peter Kelleher

Name: Peter Kelleher

Title: President & CEO

Contractor Initials

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11/30/2020
 Date



**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:

11/30/2020

Date

DocuSigned by:

Peter Kelleher

Name: Peter Kelleher

Title: President & CEO

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:

11/30/2020

Date

DocuSigned by:

Peter Kelleher

Name: Peter Kelleher

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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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

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11/30/2020
 Date



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 Associate shall not disclose the PHI.

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Contractor Initials DS
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11/30/2020
Date



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 PK

Date 11/30/2020



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 processes PHI.

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Contractor Initials pk

Date 11/30/2020



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. pk

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials pk

11/30/2020
Date



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

11/30/2020

Date

Harbor Homes, Inc.

Name of the Contractor

Peter Kelleher

Signature of Authorized Representative

Peter Kelleher

Name of Authorized Representative

President & CEO

Title of Authorized Representative

11/30/2020

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:

11/30/2020

Date

DocuSigned by:

Peter Kettner

Name: Peter Kettner

Title: President & CEO

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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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



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

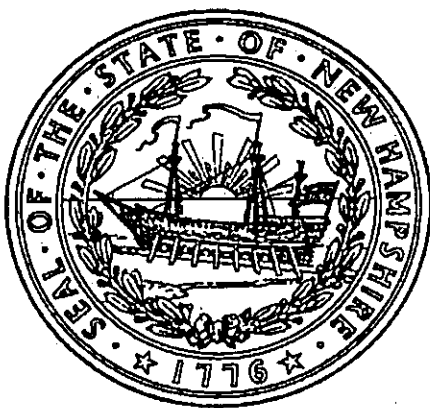
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62778

Certificate Number: 0004909130



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May 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, Joel Jaffe, Secretary, 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 Harbor Homes, 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 25, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)


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

is duly authorized on behalf of Harbor Homes, 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 25, 2020

DocuSigned by:

03854807F388413

Signature of Elected Officer

Name: Joel Jaffe
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL: kgutekunst@eatonberube.com ADDRESS:												
INSURER(S) AFFORDING COVERAGE													
INSURED Harbor Homes, Inc. 77 Northeastern Boulevard Nashua NH 03062	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Eastern Alliance Insurance Group</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B: Selective Insurance Group Inc.</td> <td>14376</td> </tr> <tr> <td>INSURER C: Selective Insurance Company of America's Flood</td> <td>12572</td> </tr> <tr> <td>INSURER D: AIX Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Eastern Alliance Insurance Group	NAIC #	INSURER B: Selective Insurance Group Inc.	14376	INSURER C: Selective Insurance Company of America's Flood	12572	INSURER D: AIX Specialty Insurance Co.		INSURER E: Philadelphia Insurance Company	23850	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 91561987

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional <input checked="" type="checkbox"/> Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S 2288207	7/1/2020	7/1/2021	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 - COMP/OP AGG \$ 3,000,000 Prof (non-FTCA) \$ \$1,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2288207	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			S 2288207	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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	N/A	030000111752-02	11/26/2019	11/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E B	Professional Liability Management Liability Crime			L1VA966006 PHSD1457150 S 2288207	7/1/2020 7/1/2020 7/1/2020	7/1/2021 7/1/2021 7/1/2021	Professional ("Gap") \$1,000,000 D&O \$1,000,000 Employee Dishonesty \$510,000

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

Additional Named Insureds:
 Harbor Homes, Inc. - FID# 020351932
 Harbor Homes II, Inc.
 Harbor Homes III, Inc.
 Harbor Homes, IV, Inc.
 Harbor Homes Claremont
 Healthy at Homes, Inc. - FID# 043364080
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 129 Pleasant Street Concord Nh 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

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.

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INSURED Harbor Care Harbor Homes, Inc. 77 Northeastern Boulevard Nashua NH 03062	HARBO														

COVERAGES

CERTIFICATE NUMBER: 68049354

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.

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 Healthy at Homes, Inc. - FID# 043364080
 Southern New Hampshire HIV/AIDS Task Force - FID# 020447280
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

New Hampshire DHHS
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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77 Northeastern Blvd
Nashua, NH 03062
www.harborhomes.org



Phone: 603-882-3616
603-881-8436
Fax: 603-595-7414

A Beacon for the Homeless for Over 30 Years



Mission Statement

To create and provide quality residential, healthcare, and supportive services to individuals and families experiencing homelessness and/or living with behavioral health disorders.

A member of the **Partnership for Successful Living**


A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.
www.nhpartnership.org


Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services
• Southern NH HIV/AIDS Task Force • Welcoming Light



PARTNERSHIP

FOR SUCCESSFUL LIVING™






Healthy Home
Community Care. Affordable Solutions.

An in-home health care agency providing affordable high-quality home health care, personal care and related services to adults and the elderly

77 Northeastern Blvd, Nashua NH 03062
healthyathome.org
hope@thehealthyathome.org
facebook.com/HealthyAtHome
603-595-4243




TASK FORCE
HIV/AIDS Support, Advocacy, Prevention and Education

Providing community-based HIV/AIDS support and advocacy

77 Northeastern Blvd, Nashua NH 03062
aids@taskforcecnh.org
hope@taskforcecnh.org
facebook.com/nhtaskforce
1-800-942-7437 x15 or 603-695-8464


4 Nonprofit Agencies Working Together as One



Keystone Hall

A substance use disorder treatment center specializing in co-occurring mental health disorders, trauma, and gender specific issues

615 Amherst St, Nashua NH 03063
keystonehall.org
hope@keystonehall.org
facebook.com/keystonehallnh
603-881-4848



HARBOR HOMES, INC.

Offering housing, integrated health care and supportive services to all including low income, homeless and disabled individuals and their families in New Hampshire

43 High St, Nashua NH 03060
harborhomes.org
hope@harborhomes.org
facebook.com/harborhomesnh
603-882-3616

www.nhpartnership.org (603) 882-3616

HARBOR HOMES, INC. AND AFFILIATES d/b/a PARTNERSHIP FOR SUCCESSFUL LIVING

Consolidated Financial Statements

For the Year Ended June 30, 2019

(With Independent Auditors' Report Thereon)

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MELANSONHEATH
ACCOUNTANTS • AUDITORS

102 Perimeter Road
Nashua, NH 03063
(603)882-1111
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc. and Affiliates d/b/a
Partnership for Successful Living

Additional Offices:

Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair

presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living as of June 30, 2019, and the changes in its net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's fiscal year 2018 consolidated financial statements, and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated December 20, 2018. 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 consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information on pages 32 through 35 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 21, 2019 on our consideration of Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living'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 Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living'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 Harbor Homes Inc. and Affiliates d/b/a Partnership for Successful Living's internal control over financial reporting and compliance.

Melanson Heath

October 21, 2019

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Financial Position
June 30, 2019
(With Comparative Totals as of June 30, 2018)

	<u>2019</u>	<u>2018</u>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 2,255,449	\$ 480,242
Restricted cash	1,193,792	1,096,661
Accounts receivable, net	2,981,834	2,060,419
Patient receivables, net	645,963	1,301,048
Investments	203,533	192,731
Inventory	116,413	123,078
Other assets	34,084	46,155
Total Current Assets	<u>7,431,068</u>	<u>5,300,334</u>
Noncurrent Assets:		
Property and equipment, net	34,363,395	30,968,341
Other assets	78,177	41,800
Total Noncurrent Assets	<u>34,441,572</u>	<u>31,010,141</u>
Total Assets	<u>\$ 41,872,640</u>	<u>\$ 36,310,475</u>
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Lines of credit	\$ 1,068,271	\$ 1,285,423
Current portion of mortgages payable	560,466	496,608
Accounts payable	2,116,306	865,390
Accrued expenses and other liabilities	1,938,246	1,546,020
Total Current Liabilities	<u>5,683,289</u>	<u>4,193,441</u>
Long-Term Liabilities:		
Construction loan payable (See Note 11)	3,235,875	-
Accrued expenses and other liabilities	586,125	635,015
Mortgages payable, tax credits	528,793	158,237
Mortgages payable, net of current portion	15,002,097	15,783,030
Mortgages payable, deferred	9,890,996	8,571,209
Total Long-Term Liabilities	<u>29,243,886</u>	<u>25,147,491</u>
Total Liabilities	34,927,175	29,340,932
Net Assets:		
Without donor restrictions	6,705,159	6,851,238
With donor restrictions	240,306	118,305
Total Net Assets	<u>6,945,465</u>	<u>6,969,543</u>
Total Liabilities and Net Assets	<u>\$ 41,872,640</u>	<u>\$ 36,310,475</u>

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Activities
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	2019 <u>Total</u>	2018 <u>Total</u>
SUPPORT AND REVENUE				
Support:				
Grants	\$ 17,714,758	\$ -	\$ 17,714,758	\$ 19,525,644
Contributions	475,502	230,542	706,044	686,681
Fundraising events, net	33,846	-	33,846	48,954
Net assets released from restriction	<u>108,541</u>	<u>(108,541)</u>	<u>-</u>	<u>-</u>
Total Support	18,332,647	122,001	18,454,648	20,261,279
Revenue:				
Patient services revenues (other), net	7,473,032	-	7,473,032	5,686,860
Patient services revenues (FQHC), net	5,404,995	-	5,404,995	3,664,163
Department of Housing and Urban Development programs	3,691,769	-	3,691,769	3,429,882
Veterans Administration programs	2,416,766	-	2,416,766	2,213,701
Rent and service charges, net	916,499	-	916,499	867,249
Outside rent	347,725	-	347,725	555,551
Contracted services	624,952	-	624,952	594,521
Fees for services	149,466	-	149,466	344,456
Management fees, net	23,450	-	23,450	39,124
Miscellaneous	9,834	-	9,834	137,951
Investment income (loss)	12,540	-	12,540	40,632
Gain (loss) on disposal of fixed assets	<u>689,174</u>	<u>-</u>	<u>689,174</u>	<u>-</u>
Total Revenue	<u>21,760,202</u>	<u>-</u>	<u>21,760,202</u>	<u>17,574,090</u>
Total Support and Revenue	40,092,849	122,001	40,214,850	37,835,369
EXPENSES				
Program	34,127,481	-	34,127,481	32,969,483
Administration	4,247,544	-	4,247,544	3,721,183
Fundraising	<u>438,954</u>	<u>-</u>	<u>438,954</u>	<u>609,660</u>
Total Expenses	38,813,979	-	38,813,979	37,300,326
Change in net assets before depreciation	1,278,870	122,001	1,400,871	535,043
Depreciation and amortization	<u>(1,474,760)</u>	<u>-</u>	<u>(1,474,760)</u>	<u>(1,456,284)</u>
Change in net assets	(195,890)	122,001	(73,889)	(921,241)
Net Assets, Beginning of Year, as restated	<u>6,901,049</u>	<u>118,305</u>	<u>7,019,354</u>	<u>7,890,784</u>
Net Assets, End of Year	<u>\$ 6,705,159</u>	<u>\$ 240,306</u>	<u>\$ 6,945,465</u>	<u>\$ 6,969,543</u>

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Functional Expenses
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2019 Total</u>	<u>2018 Total</u>
Personnel expenses:					
Salaries and wages	\$ 14,580,235	\$ 2,624,999	\$ 332,428	\$ 17,537,662	\$ 17,227,312
Employee benefits	1,988,794	426,756	36,876	2,452,426	2,157,822
Payroll taxes	1,168,946	205,004	26,071	1,400,021	1,363,849
Retirement contributions	332,050	178,788	6,320	517,158	453,707
Client services:					
Rental assistance	6,041,859	-	-	6,041,859	6,475,207
Insurance assistance	996,870	-	-	996,870	923,931
Food and nutrition services	246,634	3,187	-	249,821	243,993
Counseling and support services	11,300	623	-	11,923	60,585
Medical assistance	30,557	-	-	30,557	20,715
Other client assistance	350,613	-	-	350,613	460,317
Professional fees for services:					
Contracted services	2,242,986	4,852	-	2,247,838	1,569,473
Professional fees	133,784	12,524	-	146,308	177,854
Legal fees	9,641	123,112	-	132,753	111,633
Accounting fees	-	125,510	-	125,510	106,809
Advertising and promotion	46,289	7,722	8,777	62,788	98,402
Conferences, conventions, and meetings	266,896	5,721	400	273,017	100,167
Grants and donations	471,083	16	-	471,099	518,917
Information technology	324,434	151,374	3,910	479,718	304,160
Insurance	155,580	5,707	-	161,287	163,508
Interest expense	841,250	75,932	1,854	919,036	932,866
Miscellaneous	104,750	43,254	340	148,344	228,820
Occupancy	1,127,657	124,434	3,195	1,255,286	1,934,075
Office expenses	424,741	110,078	18,197	553,016	584,834
Operational supplies	1,927,479	8,201	-	1,935,680	806,486
Staff expenses	35,967	3,604	47	39,618	38,334
Travel	267,086	6,146	539	273,771	236,550
Total Expenses	<u>34,127,481</u>	<u>4,247,544</u>	<u>438,954</u>	<u>38,813,979</u>	<u>37,300,326</u>
Depreciation and amortization	<u>1,405,152</u>	<u>69,608</u>	<u>-</u>	<u>1,474,760</u>	<u>1,456,284</u>
Total Functional Expenses	<u>\$ 35,532,633</u>	<u>\$ 4,317,152</u>	<u>\$ 438,954</u>	<u>\$ 40,288,739</u>	<u>\$ 38,756,610</u>

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

**HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING**

Consolidated Statement of Cash Flows
For the Year Ended June 30, 2019
(With Comparative Totals for the Year Ended June 30, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (73,889)	\$ (921,241)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,474,760	1,456,284
Amortization of tax credit liability	(21,044)	(21,043)
Unrealized gain on investments	(10,802)	-
(Gain)/loss on disposal of fixed assets	(689,174)	-
Inclusion of new entity in consolidated statements	49,811	-
(Increase) Decrease In:		
Accounts receivable	(921,415)	724,546
Patient receivables	655,085	(221,443)
Promises to give	-	8,000
Inventory	6,665	(55,801)
Other assets	(24,306)	30,615
Increase (Decrease) In:		
Accounts payable	1,250,916	(424,085)
Accrued expenses and other liabilities	343,336	593,622
Net Cash Provided by Operating Activities	<u>2,039,943</u>	<u>1,169,454</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	(438,091)	(963,370)
Proceeds from sale of fixed assets	1,309,000	-
Proceeds from sale of investments	-	300,812
Net Cash Provided (Used) by Investing Activities	<u>870,909</u>	<u>(662,558)</u>
Cash Flows From Financing Activities:		
Borrowings from lines of credit, net	(217,152)	190,488
Proceeds from short-term borrowings	400,000	-
Payments on short-term borrowings	(400,000)	-
Payments on capital leases	-	(18,304)
Payments on long-term borrowings	(821,362)	(471,269)
Net Cash Used by Financing Activities	<u>(1,038,514)</u>	<u>(299,085)</u>
Net Change	1,872,338	207,811
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>1,576,903</u>	<u>1,369,092</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 3,449,241</u>	<u>\$ 1,576,903</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 919,036</u>	<u>\$ 932,866</u>
Non-cash financing activities - debt financed fixed assets	<u>\$ 4,947,262</u>	<u>\$ 1,107,713</u>

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

HARBOR HOMES, INC. AND AFFILIATES d/b/a PARTNERSHIP FOR SUCCESSFUL LIVING

Notes to the Consolidated Financial Statements

1. Organization

Harbor Homes, Inc. is the largest entity as part of a collaboration of independent nonprofit organizations, sharing a common volunteer Board of Directors, President/CEO, and management team, that creates an innovative network to help New Hampshire families and individuals solve many of life's most challenging issues. Known collectively as the "Partnership for Successful Living", the collaboration is an efficient and innovative approach to providing services to over 5,000 New Hampshire community members each year. This holistic approach recognizes that individuality, dignity, good health and wellness, self-respect, and a safe place to live are key to a person's ability to contribute to society.

While each nonprofit organization in the collaboration is a separate legal entity within its own 501(c)(3) public charity status, mission, budget, and staff, they share back-end resources whenever it is efficient to do so, and collaborate on service delivery when it leads to better client outcomes. Additionally, whenever expertise in a particular area is needed by one organization, if another has access to that, it is shared. This reduces the overall administrative costs of each organization, and ensures that more of every philanthropic dollar received goes directly to client care. 88% of total annual expenses are for providing care and services.

Most importantly, by sharing resources and working as one, the collaboration is able to coordinate and better deliver a comprehensive array of interventions designed to empower individuals and families and ultimately build a stronger community. Outcomes are enhanced through this model.

The members of the collaboration, and organizations included in these consolidated financial statements, include the following related entities. All inter-entity transactions have been eliminated. Unless otherwise noted, these consolidated financial statements are hereinafter referred to as the "Organization".

Harbor Homes, Inc. – housing and healthcare

Consists of Harbor Homes, Inc. and Harbor Homes Plymouth, LLC.

Harbor Homes, Inc. – housing and healthcare

Has provided supports for New Hampshire's most vulnerable citizens since 1982. It has grown from a single group home for individuals who were de-institutionalized, into a full continuum of housing, healthcare, and supportive services for communities facing low-incomes, homelessness, and disability. Housing programs provide housing for 2,000 individuals annually, and its Federally Qualified Health Center for the Homeless provides affordable healthcare to more than 3,000. In Greater Nashua over the past decade, Harbor Homes has effectively ended homelessness for veterans and for persons living with HIV/AIDS, and has decreased chronic and unsheltered homelessness substantially. Harbor Homes is on the front lines of Nashua's opioid crisis; its extensive services have reduced overdose deaths markedly.

Harbor Homes Plymouth, LLC – housing project management

A single-member New Hampshire Limited Liability Company that developed and manages Boulder Point, LLC, a permanent supportive housing facility in Plymouth, New Hampshire for up to 30 low income/homeless veteran households. The project completed construction in July 2019. Harbor Homes, Inc. is the sole member and the manager of Harbor Homes Plymouth, LLC. The entity does not directly serve clients.

Boulder Point, LLC – housing project development

A New Hampshire Limited Liability Company, whose purpose is to acquire, own, develop, construct and/or rehabilitate, manage, and operate a new veterans housing project in Plymouth, New Hampshire. Harbor Homes Plymouth, LLC is a 0.01% investor member and the manager member. The entity does not directly serve clients.

Welcoming Light, Inc., Harbor Homes II, Inc., Harbor Homes III, Inc., and HH Ownership, Inc. – housing programs and ownership

These four nonprofits provide residential services to the elderly and/or low-income individuals experiencing a chronic behavioral issue or disability, and were created by Harbor Homes, Inc.'s Board of Directors in response to federal regulations. Combined, these entities serve approximately 35 individuals annually.

Greater Nashua Council on Alcoholism d/b/a Keystone Hall – substance misuse treatment

Keystone Hall is Greater Nashua's only comprehensive substance use disorder treatment center. Every year, it catalyzes change in 800 individuals, including those

experiencing homelessness, those without adequate insurance, and pregnant and parenting women. No one is denied treatment due to an inability to pay; most clients pay nothing for services. While in residential treatment clients have all basic needs met, including food, transportation, clothing, and integrated healthcare through Partnership for Successful Living affiliates. Substance use disorder treatment services are evidence-based, gender-specific, and culturally competent, and include residential (with a specific program for pregnant and parenting women and their children), outpatient, intensive outpatient, and drug court services.

Healthy at Home, Inc. – In-home health care

A Medicare-certified home health agency, Healthy at Home helps clients address physical and behavioral health challenges to live full, happy lives at home by providing consistent, compassionate care and daily-living assistance. Health at Home works hard to serve clients, regardless of financial barriers. Many of its 250 clients are among the hardest to serve, as their insurance may not fully cover incurred expenses. Ultimately, services keep clients in their own homes, and out of hospitals, institutions, or nursing homes. Staff provide skilled nursing, physical therapy, occupational therapy, speech therapy, homemaking services, respite care, and Alzheimer's care and dementia care.

SARC (Salem Association for Retarded Citizens) Housing Needs Board, Inc. – housing programs and ownership

SARC operates a permanent supportive housing facility (Woodview Commons) in Salem, New Hampshire for individuals with developmental or behavioral health issues. Harbor Homes, Inc.'s Board of Directors took over responsibility for this entity in fiscal year 2019. SARC serves 8 individuals annually.

Southern New Hampshire HIV/Aids Task Force, Inc. (the Task Force) – HIV/AIDS services

A leader in HIV/AIDS services in New Hampshire that provides quality, holistic services to those with HIV/AIDS. All 200 clients are low-income, and they may face homelessness, mental illness, and substance use disorder. Outcomes are exemplary. Whereas viral suppression rate among individuals with HIV/AIDS is 45% nationally, more than 90% of the Task Force's clients are routinely virally suppressed. In partnership with its Partnership for Successful Living affiliates, the Task Force ensures that no individual with HIV or AIDS lives in homelessness in Greater Nashua. The Task Force operates in Greater Nashua and Keene, and is the State of New Hampshire's sole contractor among AIDS Service Organizations for supportive services, subcontracting to other New Hampshire AIDS Service Organizations statewide. To counter the public health risks of the opioid crisis, the Task Force initiated the Syringe Services program of Nashua Area in 2017.

Milford Regional Counseling Services – affordable counseling

Milford Regional Counseling is in process of fully integrating with Harbor Homes, Inc., but offers affordable counseling to those without insurance or sufficient income for treatment. It serves approximately 200 individuals and families each year, and a third of clients pay a reduced rate for care. Specifically, Milford Regional Counseling provides individuals, couples, and families with counseling and psychotherapy via talk, expressive play, and relational therapy. It specializes in serving veterans, those living with HIV/AIDS, the homeless, and individuals dually-diagnosed with mental illness and substance use disorder issues.

2. Significant Accounting Policies

Change in Accounting Principle

On August 18, 2016, 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 provided about expenses and investment return. ASU 2016-14 has been implemented in fiscal year 2019 and the presentation in these consolidated financial statements has been adjusted accordingly.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Patient Receivables, Net

Patient receivables relate to health care services provided by the Organization's Federally Qualified Health Care Center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections.

Inventory

Inventory is comprised primarily of pharmacy items, and is stated at the lower of cost or net realizable value determined by the first-in, first-out method.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Consolidated Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Consolidated Statement of Activities.

Property and Equipment

Property and equipment additions over \$5,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or 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. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in net assets without donor restrictions unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in net assets with donor restrictions. Unconditional promises with payments due in future years have an implied restriction to be used in the year payment is due and, therefore, are reported as net assets with donor restrictions until payment is due unless the contribution is clearly intended to support activities of the current year. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Donated Services and In-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Patient Services Revenues, Net

Patient services revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior

experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Change in Net Assets Before Depreciation

Due to the significance of depreciation expense that is included in the Organization's change in net assets, the change in net assets before depreciation has been provided in the Consolidated Statement of Activities.

Income Taxes

The entities included in these consolidated financial statements (with the exception of Harbor Homes Plymouth, LLC and Boulder Point, LLC) have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section 501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. A Return of Organization Exempt from Income Tax (Form 990), is required to be filed with the IRS for each entity. In addition, net income that is derived from business activities that are unrelated to an entity's exempt purpose is subject to income tax. In fiscal year 2019, Harbor Homes, Inc. and Milford Regional Counseling Services, Inc. were subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Harbor Homes Plymouth, LLC is a single-member, New Hampshire Limited Liability Company, with Harbor Homes, Inc. as its sole member. Harbor Homes Plymouth, LLC has elected to be treated as a corporation.

Boulder Point, LLC is a New Hampshire Limited Liability Company and has elected to be treated as a partnership.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of investments – Note 5.
- Recurring measurement of lines of credit – Note 10.
- Recurring measurement of loans mortgages payable – Notes 11 – 14.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, inventory, other assets, accounts payable and, accrued expenses and other liabilities approximate fair value.

New Accounting Standards to be Adopted in the Future

Revenue from Contracts with Customers

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers*. The ASU's core principle is that an organization will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This standard will be effective for the Organization for the fiscal year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for

the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the fiscal year ending June 30, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the fiscal year ending June 30, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Contributions Received and Contributions Made

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The purpose of this amendment, due to diversity in practice, is to clarify the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. This standard will be effective for the Organization for the fiscal year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

Reclassifications

Certain accounts in the prior year comparative totals have been reclassified for comparative purposes to conform to the presentation in the current year consolidated financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at June 30, 2019 and 2018:

Financial assets as year end:	2019	2018
Cash and cash equivalents	\$ 2,255,449	\$ 480,242
Restricted cash	1,193,792	1,096,661
Receivables	3,627,797	3,361,467
Investments	203,533	192,731
Total financial assets	7,280,571	5,131,101
Less amounts not available to be used within one year:		
Net assets with donor restrictions	240,306	118,305
Less: net assets with purpose restrictions to be met in less than a year	(240,306)	(118,305)
Restricted cash	1,193,792	1,096,661
	1,193,792	1,096,661
Financial assets available to meet general expenditures over the next twelve months	\$ 6,086,779	\$ 4,034,440

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next twelve months, the Organization operates with a balanced budget and anticipates sufficient revenue to cover general expenditures not covered by donor-restricted resources. As part of its liquidity management plan, the Organization also has several revolving credit lines available to meet cash flow needs.

4. Restricted Cash

Restricted cash at June 30, 2019 consists of escrow and reserve accounts which are held for various purposes, and are comprised of the following:

Construction escrows	\$ 471,769
Reserve for replacements	619,194 *
Residual receipt deposits	43,224 *
Security deposits	59,605
Total	\$ 1,193,792

*Required by the Department of Housing and Urban Development.

5. Investments

Investments consist of the following at June 30, 2019:

	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 3</u>
Equities	\$ 26,530	\$ 26,530	\$ -
Other investments	<u>177,003</u>	<u>-</u>	<u>177,003</u>
Total	<u>\$ 203,533</u>	<u>\$ 26,530</u>	<u>\$ 177,003</u>

6. Accounts Receivable, Net

Accounts receivable at June 30, 2019 consist of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 1,798,715	\$ -	\$ 1,798,715
Medicaid/Medicare	731,267	(55,043)	676,224
Other	268,506	(2,870)	265,636
Residents and patients	244,127	(48,787)	195,340
Insurance	44,553	(3,062)	41,491
Contributions	3,000	-	3,000
Security deposits	<u>1,428</u>	<u>-</u>	<u>1,428</u>
Total	<u>\$ 3,091,596</u>	<u>\$ (109,762)</u>	<u>\$ 2,981,834</u>

7. Patient Receivables, Net

Patient receivables, related to the Organization's Federally Qualified Health Care Center, consists of the following at June 30, 2019:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid/Medicare	\$ 233,671	\$ (28,884)	\$ 204,787
Other	<u>561,134</u>	<u>(119,958)</u>	<u>441,176</u>
Total	<u>\$ 794,805</u>	<u>\$ (148,842)</u>	<u>\$ 645,963</u>

8. Property, Equipment, and Depreciation

A summary of the major components of property and equipment as of June 30, 2019 is presented below:

Land	\$ 4,327,743
Land improvements	54,944
Buildings	27,337,257
Building improvements	7,171,172
Software	1,075,408
Vehicles	404,192
Furniture, fixtures, and equipment	759,036
Medical and dental equipment	236,976
Leasehold improvements	7,542
Construction in progress	<u>6,048,375</u>
Subtotal	47,422,645
Less: accumulated depreciation	<u>(13,059,250)</u>
Total	<u>\$ 34,363,395</u>

Depreciation expense totaled \$1,471,904 for the year ended December 31, 2019.

9. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities at June 30, 2019 include the following:

	<u>Current</u>	<u>Long-Term</u>	<u>Total</u>
Accrued interest on debt	\$ 115,429	\$ -	\$ 115,429
Compensated absences	224,386	452,714	677,100
Deferred compensation plan	-	44,400	44,400
Deferred revenue	198,357	-	198,357
Other	101,849	27,280	129,129
Payroll and related liabilities	799,943	-	799,943
Retainage on construction project	498,282	-	498,282
Security deposits	<u>-</u>	<u>61,731</u>	<u>61,731</u>
Total	<u>\$ 1,938,246</u>	<u>\$ 586,125</u>	<u>\$ 2,524,371</u>

10. Lines of Credit

At June 30, 2019, the Organization had the following lines of credit available:

Harbor Homes, Inc.

\$1,000,000 of credit available from TD Bank, N. A. due January 31, 2020, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2019, the credit line had an outstanding balance of \$423,170 at an interest rate of 6.50%. The Organization was not in compliance with certain debt covenant requirements in fiscal year 2019, however TD Bank has granted a waiver.

Harbor Homes, Inc.

\$500,000 line of credit available from TD Bank, N. A. due January 31, 2020, secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the Wall Street Journal Prime Rate plus 1.00% adjusted daily. As of June 30, 2019, the credit line had an outstanding balance of \$361,863 at an interest rate of 6.50%. Debt covenant requirements have been met in fiscal year 2019.

Greater Nashua Council on Alcoholism

\$750,000 line of credit available from Merrimack County Savings Bank, due on demand, and secured by all business assets. The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2019) to Merrimack County Savings Bank. As of June 30, 2019, the credit line had an outstanding balance of \$84,302. Debt covenant requirements have been met in fiscal year 2019.

Healthy at Home, Inc.

\$250,000 of credit available from TD Bank, N. A., due January 31, 2020, secured by all business assets. The interest rate is the Wall Street Journal Prime Rate plus 1.00% (6.50% at June 30, 2019). The outstanding balance on the line of credit was \$198,936 at June 30, 2019. Debt requirements have been met in fiscal year 2019.

Lines of credit are categorized in the fair value hierarchy as Level 2.

11. Construction Loan Payable

At June 30, 2019, Boulder Point, LLC had a construction loan payable totaling \$3,235,875. This temporary loan relates to the Boulder Point project and will be

converted to permanent debt in October 2019 with two mortgages from Enterprise Bank totaling \$1,130,000, the balance from Low Income Tax Credits (LIHTC) funding, as well as various other grants and donations. The construction loan is secured by real property and is categorized in the fair value hierarchy as Level 2.

12. Mortgages Payable, Tax Credits

Mortgages payable, tax credits consist of mortgages payable by Harbor Homes, Inc. to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organizations. At June 30, 2019, these tax credits totaled \$428,793.

Mortgages payable, tax credits also includes \$100,000 of Low Income Housing Tax Credits (LIHTC).

Mortgages payable, tax credits are secured by real property, are amortized over various years, are categorized in the fair value hierarchy as Level 2.

13. Mortgages Payable

Mortgages payable as of June 30, 2019 consisted of the following:

<u>Principal Balance</u>	<u>Payment Amount</u>	<u>Payment Frequency</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Property/Security</u>
\$ 3,572,442	\$ 19,635	Monthly	4.00%	09/15/42	615 Amherst Street in Nashua, NH
3,363,000 (1) (2)	-	Interest only	4.00%	02/28/20	75-77 Northeastern Boulevard in Nashua, NH
1,129,465	7,879	Monthly	6.77%	12/05/33	335 Somerville Street in Manchester, NH
1,125,000 (1)	-	Interest only	6.00%	02/28/20	75-77 Northeastern Boulevard in Nashua, NH
1,095,236	6,193	Monthly	4.57%	12/05/33	335 Somerville Street in Manchester, NH
1,021,468	7,768	Monthly	7.05%	10/01/40	59 Factory Street in Nashua, NH
613,088	5,126	Monthly	6.97%	12/12/36	46 Spring Street in Nashua, NH
563,773	5,324	Monthly	4.38%	08/12/30	45 High Street in Nashua, NH
564,112	3,996	Monthly	4.75%	12/12/36	46 Spring Street in Nashua, NH
431,962	2,692	Monthly	4.75%	10/01/40	59 Factory Street in Nashua, NH
344,145	5,276	Monthly	9.25% (3)	12/01/26	Allds Street in Nashua, NH
309,370	5,387	Monthly	4.75%	03/29/21	14 Maple Street in Nashua, NH
238,895	3,369	Monthly	9.28% (3)	01/01/28	Chestnut Street in Nashua, NH
238,106	1,425	Monthly	4.75%	04/06/42	99 Chestnut Street in Nashua, NH
208,754	1,731	Monthly	7.00% (3)	09/28/36	7 Trinity Street in Claremont, NH
173,934	3,184	Monthly	9.25% (3)	05/01/25	North Main Street in Nashua, NH
114,599	3,419	Monthly	1.00%	04/05/22	Mobile van
111,236	3,419	Monthly	1.00%	03/05/22	615 Amherst Street in Nashua, NH
102,377	1,144	Monthly	4.64%	11/10/29	24 Mulberry Street in Nashua, NH
99,028	2,543	Monthly	9.25% (3)	04/01/23	Salem, NH property
87,039	779	Monthly	4.32%	04/11/37	4 New Haven Drive, Unit 202 in Nashua, NH
78,535	2,385	Monthly	9.25% (3)	08/01/22	3 Winter Street in Nashua, NH
43,366	299	Monthly	3.89%	10/01/35	59 Factory Street in Nashua, NH
\$ 15,628,930	Subtotal				
(66,367)	Debt issuance costs				
(560,466)	Payments due in the next fiscal year				
\$ 15,002,097	Mortgages payable, net of current portion				

(1) To be converted to term loan at maturity.

(2) Principal payments of \$3,000 per month have been required and paid since March, 2019.

(3) HUD issued and backed.

The following is a summary of future payments on the mortgages payable:

<u>Year</u>	<u>Amount</u>
2020	\$ 560,466
2021	627,553
2022	669,446
2023	602,749
2024	605,075
Thereafter	<u>12,563,641</u>
Total	<u>\$ 15,628,930</u>

Mortgages payable are categorized in the fair value hierarchy as Level 2.

14. Mortgages Payable, Deferred

The Organization has deferred mortgages outstanding, secured by real property, totaling \$9,890,996 at June 30, 2019. These loans are interest free, and are not required to be repaid unless the Organization is in default with the terms of the loan agreements or, for certain loans, if an operating surplus occurs within that program. The deferred loans are subordinate to any non-deferred loan on the related property.

Deferred mortgages payable at June 30, 2019 are as follows:

City of Manchester:		
Somerville Street property	\$	<u>300,000</u>
Total City of Manchester		300,000
City of Nashua:		
Factory Street property		580,000
Spring Street property		491,000
Strawberry Bank condominiums		80,000
High Street fire system		<u>65,000</u>
Total City of Nashua		1,216,000
Department of Housing and Urban Development:		
Strawberry Bank condominiums		<u>436,400</u>
Total Department of Housing and Urban Development		436,400
Federal Home Loan Bank (FHLB):		
Boulder Point property		500,000
Factory Street property		400,000
Somerville Street property		400,000
Spring Street property		398,747
Amherst Street property		<u>385,000</u>
Total FHLB		2,083,747 (1)
NHHFA:		
Boulder Point property		1,822,500
Amherst Street property		1,500,000
Factory Street property		982,349
Spring Street property		550,000
Somerville Street property		<u>1,000,000</u>
Total NHHFA		5,854,849 (2)
Total Mortgages Payable, Deferred	\$	<u>9,890,996</u>

(1) Will be automatically forgiven at the end of the term.

(2) Non-recourse.

Deferred mortgages payable are secured by real property and are categorized in the fair value hierarchy as Level 2.

15. Net Assets With Donor Restrictions

Net assets with donor restrictions are subject to expenditure for the following specified purposes at June 30, 2019:

<u>Purpose</u>	<u>Amount</u>
Capital improvements	\$ 25,000
Client services	18,122
Dental	12,500
Housing	125,000
Miscellaneous	32,700
Special events	<u>26,984</u>
Total	<u>\$ 240,306</u>

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

16. Patient Services Revenue (FQHC), Net

The Organization recognizes patient services revenue associated with services provided through its FQHC to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue (FQHC), net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2019			2018	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 3,796,423	\$ (737,829)	\$ -	\$ 3,058,594	\$ 1,505,498
Medicare	2,358,692	(814,259)	-	1,544,433	1,024,352
Third-party	1,245,677	(478,688)	-	766,989	1,069,007
Sliding fee/free care	644,211	-	(518,635)	125,576	2,960
Self-pay	188,259	-	(10,390)	177,869	303,800
Subtotal	<u>\$ 8,233,262</u>	<u>\$ (2,030,776)</u>	<u>\$ (529,025)</u>	5,673,461	3,905,617
Provision for bad debts				(268,466)	(241,454)
Total				<u>\$ 5,404,995</u>	<u>\$ 3,664,163</u>

17. Client Rental Assistance

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$6 million is comprised of leases held in the Organization's name, leases in consumers' names, or rents paid as client assistance.

18. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, those expenses require allocation on a reasonable basis that is consistently applied. The majority of expenses are direct costs that are charged to the applicable cost center, program, grant, and/or function. Costs that are not directly related to a cost center, program, grant, and/or function, or allocated as noted below, are accumulated into an indirect cost pool and charged using direct salaries, wages, and benefits as the allocation base. Certain individual cost elements are charged on a direct allocation basis, as follows:

Salaries, Wages, and Benefits – Except for certain key members of management, employees charge their time directly to specific grants, contracts, or other activities. Charges are supported by labor distribution reports and timesheet records, which reflect the actual activities under each. Fringe benefits include unemployment insurance, workers' compensation, FICA, health insurance, dental insurance, short-term and long-term disability, and matching retirement contributions. Benefits are also directly charged, using a methodology similar to that used for salaries and wages.

Occupancy Costs – Occupancy costs are allocated as follows:

- Interest on debt-financed property is allocated based on the purpose/use of the property.
- Rent is allocated based on square footage.
- Utilities are charged based on the purpose/use of the property.
- Depreciation is allocated based on the purpose/use of the property.

19. Plymouth NH Veterans Housing Project

The Plymouth NH Veterans Housing project is a planned permanent supportive housing development of twenty-five one-bedroom apartments for homeless veterans, and five two-bedroom apartments for low-income families located on Boulder Point Drive in Plymouth, New Hampshire. The New Hampshire Community Development Finance Authority has awarded Harbor Homes, Inc. \$700,000 in state tax credits for the project. Harbor Homes, Inc. is serving as the developer of the \$7 million project and will receive a developer fee, net of expenses in the amount of \$472,000. When completed, the 29,000 square foot apartment building will not only offer affordable, permanent supportive housing for in-need veterans, but staff from Harbor Homes, Inc. and White River Junction VA Medical Center will also provide essential supportive services and case management on-site.

20. Deferred Compensation Plan

In fiscal year 2019, the Organization offered a 401(k) retirement plan to qualifying employees. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2019 were \$463,822.

The Organization also maintains a deferred compensation plan for certain directors (the SA Plan). The deferred compensation liability under the SA Plan was \$44,400 as of June 30, 2019 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

21. Concentration of Risk

The Organization received revenue in fiscal year 2019 as follows:

Grants	44%
Patient services revenues (other), net	19%
Patient services revenues (FQHC), net	13%
Department of Housing and Urban Development	9%
Department of Veterans Affairs	6%
All other support and revenue	9%
Total	<u>100%</u>

22. Contingencies

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

23. Supplemental Disclosure of Cash Flow Information

The Organization has adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that the Consolidated Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Consolidated Statement of Financial Position to the same such amounts reported in the Consolidated Statement of Cash Flows.

Cash and Cash Equivalents	\$ 2,255,449
Restricted Cash	<u>1,193,792</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Consolidated Statement of Cash Flows	<u>\$ 3,449,241</u>

24. Prior Period Restatement

Beginning net assets for fiscal year 2019 have been restated by \$49,811 to include the assets, liabilities, and net assets of SARC Housing Needs Board, Inc. which is now included in these consolidated financial statements. On April 1, 2019 Harbor Homes, Inc. and Affiliates d/b/a Partnership for Successful Living's Board of Directors took over responsibility for this organization.

25. Subsequent Events

Subsequent events have been evaluated through October 21, 2019, which is the date the consolidated financial statements were available to be issued.

Events subsequent to year end, include the following:

- Upon completion of the Plymouth NH Veterans Housing project, additional Low Income Housing Tax Credits (LIHTC) funding of approximately \$2.6 million will be provided to Boulder Point, LLC.

HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING

Consolidating Statement of Financial Position

(With Comparative Totals as of June 30, 2018)

	Harbor Homes, Inc.	Boatler Part, LLC	Harbor Homes II, Inc.	Harbor Homes III, Inc.	HH Overseas, Inc.	Greater Norfolk Council on Alcoholism	Healthy at Home, Inc.	Welcoming LIFE, LLC	SARC Housing Needs Board, LLC	Southern NH HIV/AIDS Task Force, Inc.	Midland Regional Counseling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
ASSETS															
Current Assets															
Cash and cash equivalents	\$ 828,931	\$ 509,818	\$ 1,827	\$ 502	\$ 4,518	\$ 688,868	\$ 45,971	\$ 855	\$ 36,911	\$ 116,640	\$ 20,520	\$ 2,255,449	\$ -	\$ 2,255,449	\$ 480,742
Restricted cash	412,216	471,769	-	23,868	15,139	49,661	-	73,026	317,257	-	-	1,193,792	-	1,193,792	1,096,661
Accounts receivable, net	2,159,519	-	1,542	601	-	477,604	152,495	6,410	407	180,808	2,450	2,961,834	-	2,961,834	2,060,019
Prepaid receivables, net	645,963	-	-	-	-	-	-	-	-	-	-	645,963	-	645,963	1,301,048
Due from related organizations	1,156,632	-	-	-	-	36,242	-	-	-	-	-	1,192,873	(1,192,873)	-	-
Investments	203,531	-	-	-	-	-	-	-	-	-	-	203,531	-	203,531	192,731
Inventory	116,413	-	-	-	-	-	-	-	-	-	-	116,413	-	116,413	173,078
Other assets	2,397	-	-	-	-	17,827	4,865	-	-	9,000	-	34,084	-	34,084	46,155
Total Current Assets	5,525,601	981,647	34,275	24,971	19,655	1,270,199	701,331	80,291	154,575	306,436	22,970	8,623,941	(1,192,873)	7,431,068	5,300,134
Noncurrent Assets															
Property and equipment, net	21,302,650	6,061,281	295,536	238,000	297,451	5,195,096	7,737	188,741	38,867	6,012	-	34,433,195	(70,000)	34,363,195	30,946,341
Investment in Boatler Part	441,018	-	-	-	-	-	-	-	-	-	-	441,018	(441,018)	-	-
Prepaid lease fees	-	285,000	-	-	-	-	-	-	-	-	-	285,000	(285,000)	-	-
Other assets	77,577	-	-	-	-	-	-	-	-	600	-	78,177	-	78,177	41,800
Total Noncurrent Assets	22,421,245	6,346,281	295,536	238,000	297,451	5,195,096	7,737	188,741	38,867	6,612	-	35,237,192	(796,018)	34,441,172	31,010,141
Total Assets	27,946,846	7,327,968	329,761	262,971	317,106	6,465,295	711,068	269,032	193,442	313,066	22,970	43,861,133	(1,988,891)	41,872,640	36,310,475
LIABILITIES AND NET ASSETS															
Current Liabilities															
Lines of credit	\$ 785,033	\$ -	\$ -	\$ -	\$ -	\$ 84,302	\$ 198,936	\$ -	\$ -	\$ -	\$ -	\$ 1,068,271	\$ -	\$ 1,068,271	\$ 1,285,423
Current portion of mortgages payable	328,278	-	32,849	19,128	-	154,586	-	23,344	22,280	-	-	540,466	-	540,466	496,608
Due to related organizations	561,198	12,172	171,076	7,494	13,640	-	145,885	279,757	18,888	11,156	21,587	1,192,873	(1,192,873)	-	-
Accounts payable	1,212,324	720,140	3,300	5,730	456	14,377	58,048	7,661	9,133	84,937	-	2,116,306	-	2,116,306	865,590
Accrued expenses and other liabilities	1,602,422	498,282	2,963	3,842	27	170,158	66,277	3,074	16,536	14,078	-	2,223,246	(128,000)	1,978,246	1,546,820
Total Current Liabilities	4,389,254	1,230,594	210,348	34,394	14,136	351,413	468,996	263,836	66,637	110,113	21,587	7,167,367	(1,477,313)	5,690,054	4,192,441
Long-Term Liabilities															
Construction loan payable (See Note 11)	-	5,735,875	-	-	-	-	-	-	-	-	-	5,735,875	-	5,735,875	-
Accrued expenses and other liabilities	484,561	453,190	5,518	2,513	1,733	54,437	16,109	1,028	3,055	7,497	-	1,027,143	(441,018)	586,125	635,015
Mortgages payable, less credits	428,793	800,000	-	-	-	-	-	-	-	-	-	528,793	-	528,793	158,237
Mortgages payable, net of current portion	10,782,971	-	311,296	219,787	-	3,482,725	-	150,590	78,748	-	-	15,002,097	-	15,002,097	15,783,030
Mortgages payable, deferred	5,167,096	3,377,300	-	-	-	518,400	1,891,000	-	-	-	-	9,956,996	-	9,956,996	5,571,209
Total Long-Term Liabilities	16,364,421	6,111,565	314,814	222,280	1,733	5,122,162	16,109	151,618	79,803	7,497	-	29,664,904	(441,018)	29,223,886	25,147,071
Total Liabilities	21,230,675	7,342,159	525,162	256,674	531,771	5,775,581	481,105	415,454	146,440	117,610	21,587	36,846,066	(1,918,331)	34,927,735	29,340,512
Net Assets															
Without donor restrictions	6,473,861	(12,191)	(195,441)	6,497	(214,641)	889,710	(272,017)	(146,422)	47,002	195,458	1,383	6,775,159	(70,000)	6,705,159	6,351,238
With donor restrictions	240,306	-	-	-	-	-	-	-	-	-	-	240,306	-	240,306	318,305
Total Net Assets	6,716,167	(12,191)	(195,441)	6,497	(214,641)	889,710	(272,017)	(146,422)	47,002	195,458	1,383	7,015,465	(70,000)	6,945,465	6,669,543
Total Liabilities and Net Assets	\$ 27,946,846	\$ 7,327,968	\$ 329,761	\$ 262,971	\$ 317,106	\$ 6,465,295	\$ 711,068	\$ 269,032	\$ 193,442	\$ 313,066	\$ 22,970	\$ 43,861,133	\$ (1,988,891)	\$ 41,872,640	\$ 36,310,475

* Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES d/b/a
PARTNERSHIP FOR SUCCESSFUL LIVING
 Consolidating Statement of Activities
 For the Year Ended June 30, 2019
 (With Comparative Totals for the Year Ended June 30, 2018)

	Harbor Homes, Inc.	Boulder Point, LLC	Harbor Shore, Inc.	Harbor Homes, Inc.	HH Plymouth, Inc.	Greater Mathews Council, Inc.	Healthy Habitats, Inc.	Wellness Living, Inc.	SARF Housing Homes, Inc.	Southern NH HH/ADHS Task Force, Inc.	Midland Regional Counseling Services, Inc.	Subtotal	Eliminations	2019 Total	2018 Total
SUPPORT AND REVENUE															
Support:															
Grants	\$ 11,874,062	\$ -	\$ -	\$ -	\$ -	\$ 1,999,178	\$ -	\$ -	\$ -	\$ 1,931,517	\$ -	\$ 17,714,758	\$ -	\$ 17,714,758	\$ 19,525,644
Contributions	658,701	350	-	-	-	30,951	459	2,998	-	26,872	6,513	708,044	-	708,044	686,481
Fundraising events, net	73,699	-	-	-	-	6,541	(17,009)	438	-	5,706	(500)	37,645	-	37,645	48,954
Total Support	14,446,932	350	-	-	-	1,999,670	(16,550)	3,436	-	1,963,095	6,013	18,456,548	-	18,456,548	20,261,179
Revenue:															
Patient services revenues (other), net	1,312,120	-	-	-	-	2,762,721	1,197,989	-	-	-	-	7,473,032	-	7,473,032	5,686,860
Patient services revenues (FQHC), net	5,404,995	-	-	-	-	-	-	-	-	-	-	5,404,995	-	5,404,995	3,868,161
Department of Housing and Urban Development programs	2,717,481	-	126,862	(107,292)	25,077	-	-	79,183	22,553	221,357	-	1,795,207	(101,438)	1,693,769	1,429,882
Veterans Administration programs	2,416,766	-	-	-	-	-	-	-	-	-	-	2,416,766	-	2,416,766	2,713,701
Rent and service charges, net	803,077	-	43,573	30,079	22,266	-	(11,297)	20,334	8,867	-	-	916,499	-	916,499	867,349
Outside rent	491,248	-	-	-	-	4,179	-	-	-	-	-	511,177	-	511,177	555,551
Contracted services	243,365	-	-	-	-	240,551	137,157	-	-	8,688	-	26,735	(313,278)	624,952	594,523
Fees for services	131,133	-	-	-	-	130	-	-	-	20,400	43,031	214,733	(65,767)	149,666	144,456
Management fees	43,336	-	-	-	-	-	-	23,450	-	-	-	66,988	(43,336)	23,450	39,124
Miscellaneous	5,834	-	-	79	165	1,002	2,867	(73)	-	81	31	9,834	-	9,834	157,951
Investment income (loss)	12,173	-	30	30	6	161	-	16	-	101	-	13,540	-	13,540	40,637
Gain (loss) on disposal of fixed assets	521,137	-	-	-	-	-	-	-	-	-	-	108,017	689,174	689,174	-
Total Revenue	16,661,844	-	170,245	132,430	47,516	3,008,830	1,326,746	133,560	31,451	253,227	213,564	23,167,423	(407,233)	21,760,207	17,575,990
Total Support and Revenue	31,145,796	350	170,245	132,430	47,516	5,005,493	1,326,746	126,898	31,451	2,216,322	219,597	40,622,071	(407,233)	40,214,850	37,845,368
EXPENSES															
Programs	21,002,147	12,541	118,945	92,824	34,278	1,592,536	1,771,699	125,216	22,093	2,342,145	77,453	34,482,378	(334,897)	34,127,481	32,969,483
Administration	2,876,852	-	18,349	18,551	14,494	804,472	389,091	33,417	11,514	101,396	32,530	4,299,868	(52,324)	4,247,544	1,721,183
Fundraising	796,505	-	-	-	-	32,092	13,725	8,225	-	7,406	949	418,954	-	418,954	809,660
Total Expenses	30,775,504	12,541	139,494	109,475	49,173	4,408,900	1,814,365	166,868	33,607	2,350,957	109,972	39,221,200	(407,171)	38,814,059	37,500,326
OTHER INCOME															
Reconciliation of prior write-off	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Total Other Income	200,000	-	-	-	-	-	-	-	-	-	(200,000)	-	-	-	-
Change in net assets before depreciation	1,070,262	(12,191)	40,751	22,955	(1,657)	996,593	(148,369)	(40,172)	(2,156)	(14,629)	(793,125)	1,400,871	-	1,400,871	535,043
Depreciation and amortization	1,137,515	-	25,123	21,299	16,349	225,296	5,577	24,445	853	503	-	1,474,760	-	1,474,760	1,456,284
Change in net assets	(67,253)	(12,191)	15,628	1,656	(16,306)	173,297	(153,917)	(64,617)	(12,809)	(15,132)	(793,125)	(73,889)	-	(73,889)	(971,241)
Net Assets (Deficit), Beginning of Year, as restated	6,803,429	-	(211,099)	6,841	(198,453)	518,411	(118,100)	(81,805)	49,811	230,520	93,798	7,085,154	(70,000)	7,015,154	7,094,784
Net Assets (Deficit), End of Year	\$ 6,716,187	\$ (12,191)	\$ (195,471)	\$ 6,497	\$ (214,661)	\$ 691,718	\$ (272,037)	\$ (146,422)	\$ 47,002	\$ 195,456	\$ 1,843	\$ 7,011,465	\$ (70,000)	\$ 6,941,465	\$ 6,969,543

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC. See Note 1.

See Independent Auditors' Report.

HARBOR HOMES, INC.

Statement of Financial Position - Harbor Homes, Inc.
June 30, 2019

	Harbor Homes, Inc.					
	Harbor Homes Program	Harbor Homes I	Harbor Homes VI	Total Harbor Homes, Inc.	HH Plymouth, LLC	Harbor Homes*
ASSETS						
Current Assets:						
Cash and cash equivalents	\$ 814,790	\$ 498	\$ 13,643	\$ 828,931	\$ -	\$ 828,931
Restricted cash	290,316	57,248	64,650	412,214	-	412,214
Accounts receivable, net	2,157,629	517	1,373	2,159,519	-	2,159,519
Patient receivables, net	645,963	-	-	645,963	-	645,963
Due from related organizations	715,903	-	-	715,903	440,728	1,156,631
Investments	203,533	-	-	203,533	-	203,533
Inventory	116,413	-	-	116,413	-	116,413
Other assets	2,397	-	-	2,397	-	2,397
Total Current Assets	4,946,944	58,263	79,666	5,084,873	440,728	5,525,601
Noncurrent Assets:						
Property and equipment, net	21,530,551	89,679	282,420	21,902,650	-	21,902,650
Investment in Boulder Point	441,018	-	-	441,018	-	441,018
Other assets	77,577	-	-	77,577	-	77,577
Total Noncurrent Assets	22,049,146	89,679	282,420	22,421,245	-	22,421,245
Total Assets	\$ 26,996,090	\$ 147,942	\$ 362,086	\$ 27,506,118	\$ 440,728	\$ 27,946,846
LIABILITIES AND NET ASSETS						
Current Liabilities:						
Lines of credit	\$ 785,033	\$ -	\$ -	\$ 785,033	\$ -	\$ 785,033
Current portion of mortgages payable	299,566	22,304	6,409	328,279	-	328,279
Due to related organizations	-	9,734	110,736	120,470	440,728	561,198
Accounts payable	1,209,508	1,054	1,762	1,212,324	-	1,212,324
Accrued expenses and other liabilities	1,500,513	604	1,305	1,502,422	-	1,502,422
Total Current Liabilities	3,794,620	33,696	120,212	3,948,528	440,728	4,389,256
Long-Term Liabilities:						
Construction loan payable (See Note 11)	-	-	-	-	-	-
Accrued expenses and other liabilities	480,788	2,188	1,587	484,563	-	484,563
Mortgages payable, tax credits	428,793	-	-	428,793	-	428,793
Mortgages payable, net of current portion	10,502,395	56,231	202,345	10,760,971	-	10,760,971
Mortgages payable, deferred	5,167,096	-	-	5,167,096	-	5,167,096
Total Long-Term Liabilities	16,579,072	58,419	203,932	16,841,423	-	16,841,423
Total Liabilities	20,373,692	92,115	324,144	20,789,951	440,728	21,230,679
Net Assets:						
Without donor restrictions	6,382,092	55,827	37,942	6,475,861	-	6,475,861
With donor restrictions	240,306	-	-	240,306	-	240,306
Total Net Assets	6,622,398	55,827	37,942	6,716,167	-	6,716,167
Total Liabilities and Net Assets	\$ 26,996,090	\$ 147,942	\$ 362,086	\$ 27,506,118	\$ 440,728	\$ 27,946,846

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

HARBOR HOMES, INC.

Statement of Activities - Harbor Homes, Inc.
For the Year Ended June 30, 2019

	Harbor Homes, Inc.					
	Harbor Homes Program	Harbor Homes I	Harbor Homes VI	Total Harbor Homes, Inc.	HH Plymouth, LLC	Harbor Homes*
SUPPORT AND REVENUE						
Support:						
Grants	\$ 13,824,062	\$ -	\$ -	\$ 13,824,062	\$ -	\$ 13,824,062
Contributions	633,201	-	5,000	638,201	-	638,201
Fundraising events, net	21,659	-	-	21,659	-	21,659
Total Support	14,478,922	-	5,000	14,483,922	-	14,483,922
Revenue:						
Patient services revenues (other), net	3,312,320	-	-	3,312,320	-	3,312,320
Patient services revenues (FQHC), net	5,404,995	-	-	5,404,995	-	5,404,995
Department of Housing and Urban Development programs	3,045,809	94,488	77,184	3,217,481	-	3,217,481
Veterans Administration programs	2,416,766	-	-	2,416,766	-	2,416,766
Rent and service charges, net	752,999	28,740	20,338	802,077	-	802,077
Outside rent	491,248	-	-	491,248	-	491,248
Contracted services	243,345	-	-	243,345	-	243,345
Fees for services	131,132	-	-	131,132	-	131,132
Management fees	43,536	-	-	43,536	-	43,536
Miscellaneous	5,396	-	238	5,634	-	5,634
Investment income (loss)	12,109	25	39	12,173	-	12,173
Gain (loss) on disposal of fixed assets	581,137	-	-	581,137	-	581,137
Total Revenue	16,440,792	123,253	97,799	16,661,844	-	16,661,844
Total Support and Revenue	30,919,714	123,253	102,799	31,145,766	-	31,145,766
EXPENSES						
Program	26,867,345	69,009	65,793	27,002,147	-	27,002,147
Administration	2,844,901	18,897	13,054	2,876,852	-	2,876,852
Fundraising	396,505	-	-	396,505	-	396,505
Total Expenses	30,108,751	87,906	78,847	30,275,504	-	30,275,504
OTHER INCOME						
Recoupment of prior write-off - Milford Regional	200,000	-	-	200,000	-	200,000
Total Other Income	200,000	-	-	200,000	-	200,000
Change in net assets before depreciation	1,010,963	35,347	23,952	1,070,262	-	1,070,262
Depreciation and amortization	1,139,644	6,464	11,407	1,157,515	-	1,157,515
Change in net assets	(128,681)	28,883	12,545	(87,253)	-	(87,253)
Net Assets, Beginning of Year	6,751,079	26,944	25,397	6,803,420	-	6,803,420
Net Assets, End of Year	\$ 6,622,398	\$ 55,827	\$ 37,942	\$ 6,716,167	\$ -	\$ 6,716,167

*Harbor Homes consists of Harbor Homes, Inc. and HH Plymouth, LLC - See Note 1.

See Independent Auditors' Report.

HARBOR CARE

Harbor Homes, Inc.; Harbor Homes, HUD II, III; HH Ownership; Harbor Homes, Plymouth LLC, Boulder Point, LLC; Southern NH/HIV AIDS Task Force; Greater Nashua Council on Alcoholism; Healthy at Home, Inc.; Welcoming Light Inc., SARC Housing Needs Board

(CURRENT BOARD MEMBER CHARACTERISTICS & AFFILIATIONS)

NAME	POSITION	OCCUPATION	RESIDENCE	CATEGORY
Thomas I. Arnold	Director	Retired – Former City Solicitor, Manchester, NH	Merrimack, NH	Civic Leader
Jack Balcom	Director	Retired BAE Systems Current Tax Preparer, H&R Block	Merrimack, NH	Civic Leader
Vijay Bhatt	Director	Information Technology – Harvard Pilgrim Health Care	Burlington, MA	Business Leader
Richard Carvalho	Director	Food Service – Franchise Owner, Dunkin Donuts	Nashua, NH	Business Leader
Vincent Chamberlain	Director	Retired – Former Manager, FAA Center, Nashua	Brookline, NH	Civic Leader
Jared Freilich	Treasurer	Business – VP Bank of America, Merrill Lynch	Hampstead, NH	Business Leader
Laurie Goguen	Asst. Secretary	Business – Linahan Limousine, Customer Service	Nashua, NH	Civic Leader/Consumer
Joel Jaffe	Secretary	Retired – Business, Hewlett Packard	Litchfield, NH	Civic Leader
Lanna Martin	Director	Business – BAE Systems, Senior Financial Analyst	Merrimack, NH	Business Leader
Edward McDonough	Asst. Treasurer	Non-Profit Agency Director – Gate House Treatment	Nashua, NH	Civic Leader
Richard Plante	Vice Chair	Retired – Military	Manchester, NH	Civic Leader
Daniel Sallet	Chair	Business – BAE Systems, VP Finance/Electronic Systems	Ayer, MA	Business Leader
Trent Smith	Director	Retired – Business, HR	Milford, NH	Civic Leader

MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM

9/16 - present

Interim Chief Operating Officer, Partnership for Successful Living (PSL), 7/15/2019

Vice President of Operations, 5/3/2018

Acting Vice President, 9/29/2017

Compliance/Quality Assurance Director

Interim Chief Operating Officer Duties

- Lead and manage PSL programs—Harbor Homes Health and Wellness Center, Mobile Crisis Response Team program, Keystone Hall, Functional Support Services, Circles, HVRP, Transitional Housing Program and SAMHSA-GBHI
- Ensures all programs operate consistently and ethically within the mission and values of the PSL.
- Develop, implement and manage the program aspects of the program budgets.
- Work with VPs, Program Directors and Finance Department to prepare and submit annual operating budgets.
- Fiscally manages the programs and ensures compliance.
- Provide programmatic leadership and input for all strategic planning processes.

Vice President of Operations, Keystone Hall Duties

- Assume all duties of the Vice President of Operations that includes developing new and expanding existing services/programs by networking with other agencies. Also fosters relationships in the community, monitors and prepare budgets, supervises and evaluates directors, approves expenses, and other related duties. Responsible for the overall operations of the programs, facilities and staffing.
- Monitor all grant funded programs to ensure compliance including tracking and reporting data as specified by the funder.
- Ensure compliance with federal and state laws related to substance abuse treatment programs.
- Prepare data and narrative reports and analyze program metrics to determine ways to improve processes and procedures.
- Facilitate Clinical Billing team meetings.
- Oversee the CARF reaccreditation process including preparing plans, updating policies and procedures and ensuring that all programs meet CARF and state licensure requirements.
- Represent the agency on the Nashua/Integrated Delivery Network's full committee meetings.
- Develop policies and procedures to maximize billing.
- Develop and implement plans and protocols for new programs.

EASTER SEALS NH/FARNUM CENTER

Vice President, Substance Abuse Services

7/15 – 9/16

- Plan, develop and direct the implementation and on-going evaluation of inpatient and outpatient programs.
- Assist with reports on administrative, financial, professional and programmatic information and statistics.
- Develop policies and procedures for substance abuse programs.
- Conduct on-site reviews of all substance abuse programs. Ensure compliance with state and federal regulations as well as with CARF (Commission on the Accreditation of Rehabilitation Facilities).
- Establish and maintain positive effective relationships with public and private agencies in NH.
- Represent Easter Seals NH on the Region 4 Integrated Delivery Network (1115 Medicaid Waiver).
- Prepare a monthly dashboard for the Board of Directors.
- Provide consultation and facilitation for teams involved in strategic initiatives and priority projects.
- Assist with the implementation and oversight of budgets.
- Oversee the recruiting, hiring, training and performance of staff including consultants.

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Exemplary Accomplishments:

- Secured a \$1.67 million infrastructure grant to expand substance abuse treatment services.
- Ensured agency programs and facilities were prepared for the CARF re-accreditation survey. Facilities awarded a 3-year accreditation.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

12/03 – 7/15

Director of Strategic Planning, 12/03-9/23/05

Vice President, Strategic Planning and Business Development; as of 9/25/06

- Researched and analyzed potential new business opportunities.
- Maintained the agency's dashboard, closely monitored the metrics and developed plans for improvement.
- Developed strategic plans for new business development that included marketing plans and financial projections.
- Oversaw education, consultation, research and behavioral health staffing contracts.
- Supervised and provided direction, leadership and technical assistance to Strategic Planning Department staff.
- Attended Strategic Planning meetings of the Board of Directors, and provided monthly updates.
- Developed long-range plans for programs and services and evaluated their effectiveness.
- Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health and Behavioral Health Integration subcommittees.
- Represented the agency at community meetings and served on a number of collaborative.
- Oversaw the Mental Health First Aid Program including marketing in the community and maintaining data.
- Served as the chairperson for the agency's Marketing/Public Relations Committee four years.

Exemplary Accomplishments:

- Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals' Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and establishing a dental clinic at Dartmouth-Hitchcock Manchester.
- Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings. Some of the agencies included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- Served on a statewide committee to develop a model for community mental health centers to serve as health homes.
- Established a satellite mental health clinic at Derry Medical Center.

PRIVATE CONSULTANT

summer / fall 2001; summer 2003

Assisted community coalitions to develop strategic plans and to secure grant funds. Prepared grant proposals and provided technical assistance regarding prevention programming.

LORETTO, Syracuse, NY

10/01 – 08/03

Director of Grant and Research Development

- Researched local, state and national funding sources to meet program and facility needs.

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- Conducted needs assessments to identify resource needs and developed strategic plans for new programming.
- Prepared narrative and financial reports based on statistical information and other project information.
- Supervised the grant writer and administrative assistant.
- Prepared narrative and financial reports for funders and monitored programs and expenses for compliance.

Exemplary Accomplishments:

- Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- Created and implemented protocols to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- Established excellent reputation among state and federal agencies, securing opportunities for future funding.

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY

11/99 – 08/01

Executive Director

- Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in the City of Syracuse and Onondaga County.
- Monitored and evaluated effectiveness of projects.
- Served as liaison to local coalitions and chaired committees.
- Developed and monitored budgets.
- Hired, supervised, trained and evaluated staff.

Exemplary Accomplishments:

- Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- Secured approximately \$275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/99 – 06/99

Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- Oversaw prevention programs at 29 schools.
- Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- Assisted in coordinating community responses to prevention by working with coalitions.

Exemplary Accomplishments:

- Developed and implemented training and structure of peer mediation and mentor programs.
- Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- Developed, implemented and evaluated prevention education programs for high at-risk population.
- Coordinated prevention/early intervention activities of internal and external staff.
- Served as member of Student Assistance Team and the Wilson Community Coalition.
- Editor of *The Wilson Ways*, a monthly school newsletter.

Exemplary Accomplishments:

- Developed and established peer mediation and mentor programs.
- Established and maintained strong linkages with community organizations and businesses.

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RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA
Director of Prevention/Public Information

11/88 – 10/96

- Developed, coordinated and evaluated research-based prevention programs.
- Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

Exemplary Accomplishments:

- Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- Developed and successfully implemented nine prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

EDUCATION

Texas Woman's University, Denton TX
M.A., School Health Education

Franklin Pierce University, Concord, NH
B.S., Business Management

University of Great Falls, Great Falls, MT
A.S., Computer Science

COMMUNITY/VOLUNTEER ACTIVITIES

- Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- Organize an annual Pampered Chef fundraiser to benefit a local animal shelter/rescue organization
- Volunteer at church with fundraisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

REFERENCES

Kris McCracken, President/CEO, Manchester Community Health Center
(603) 935-5210 (work); kmccracken@mcchc-nh.org

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester
(603) 296-5940 (cell); janequilmette@gmail.com

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center
(603) 361-4980 (cell); mguillemette@att.net

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Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester
(603) 706-5387 (cell); goldfish2@netzero.net

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center
(603) 663-8709 (work); pmertzic@cmc-nh.org

Vanessa J. Talasazan

Education

2018 *M.S. Community Economic Development* *Southern NH University*
-Outstanding Student Award, 4.0 GPA

2007 *B.A in English with a focus in Communications* *University of New Hampshire*

1999 – Current *Licensed New Hampshire Real Estate Agent* *Continuing Education Ongoing*

Career History

April 2008-Current Partnership for Successful Living Affiliates Nashua, NH

Background on Agencies/Employer: A unique partnership amongst 6 non-profit organizations with a combined annual operating budget of \$42 million that share the same CEO, Board of Directors, and back-end administration: Harbor Homes, Inc.; Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism (Keystone Hall); Welcoming Light; Healthy at Home, and Milford Regional Counseling Services. Together, the agencies serve over 8,000 individuals and families annually. Named NH's most innovative nonprofit organization by The NH Center for Nonprofits.

CURRENT ROLE: CHIEF STRATEGY OFFICER/ CHIEF OF STAFF

Primary Responsibilities: Key member of C-suite leadership across six companies, a hybrid role that encompasses two complementary positions: that of the Chief Strategy Officer (CSO) and that of Chief of Staff (COS).

CHIEF STRATEGY OFFICER RESPONSIBILITIES: Responsible for formalizing the organization's strategic-planning processes, leading the development of the strategy, translating it for people across functions and business units, driving organizational change, forging new working relationships and synergies across the organization, and establishing greater transparency and accountability for those people carrying out the organization's strategy. In addition responsible for assessing whether strategic initiatives, at all levels of the organization, are in line with the company's standards and objectives.

Key duties include:

- Supervise the grant department: responsible for implementing and achieving an annual grant fundraising campaign of approximately \$20 million. Manage team of writers and special project coordinators to achieve new and repeat grant funding opportunities, effectively balancing the grants' strategic impact to the PSL.
- Design and initiate new programs and services from conception and funding to launch, ensuring alignment with the organization's strategic plan.
- Serve as the lead staff person of the Housing Development Project Management Team: plan and implement the construction of healthcare facilities and low-income housing developments including emergency, transitional, and permanent supportive initiatives.

CHIEF OF STAFF RESPONSIBILITIES: Primary responsibility is to enable the CEO to work most effectively with internal and external stakeholders and fulfill his commitments to the Partnership for Successful Living's partners, funders, and Board of Directors. Key duties include acting as a gatekeeper to the CEO; advising the CEO; autonomously completing tasks in place of the CEO; and organizing the CEO's direct reports and other staff members toward common goals.

Key duties include:

- Preparing for, and facilitating, "critical path" CEO meetings (e.g., with PSL executive leadership, current or potential PSL partners, funders, community and business leaders, government officials, and peer executives).
- Coordinating projects or commitments directly involving the CEO and his direct reports
- Independently leading special CEO-initiated projects, ranging from written products to be authored by the CEO to convening thought leaders on various topics.
- Developing draft communication on behalf of the CEO ranging from: the CEO update at Board meetings, to follow up correspondence related to the CEO's various meetings with PSL funders, partners and staff, to various speaking engagements involving external audiences.
- Understanding, communicating, and accurately representing the CEO's point of view on a wide range of topics at internal and external meetings when appropriate and as requested.
- Proactively identifying issues that could impact the successful execution of the CEO's commitments, elevating issues the CEO should be aware of, and framing/positioning ideas to resolve the problem/mitigate the risk
- Supporting the needs of the executive staff in their ability to raise critical issues with the CEO and receive needed responses, guidance, and decisions.
- Managing critical projects and bring them to successful outcomes by deftly bringing together internal and external stakeholders for a common purpose, facilitating these individuals to set aside personal goals and replace them with team goals, and helping them collaborate.

PREVIOUS ROLE: VICE PRESIDENT OF DEVELOPMENT AND GRANT COMPLIANCE

Primary Responsibilities: Key member of intercompany management team; lead all grant writing, efforts; supervise a team of development staff and interns; identify, write, and submit federal, state, corporate, and foundation grant requests; new program development and strategic planning; create and implement evaluations, outcome measurements, and data analysis tools to ensure grant compliance; create corrective action plans to remedy identified compliance issues; expertise in the creation and execution of events, capital campaigns, and individual and corporate giving activities; liaison with board of directors and major donors.

Achievements include program design leading to more than \$120 million in federal, state and foundation grant funding obtained since 2008, including grants from:

- US Department of Veteran Affairs
- US Department of Housing & Urban Development
- US Department of Labor
- US Department of Health Resources Services Administration
- US Department of Substance Abuse and Mental Health Services Administration
- Federal Home Loan Bank of Boston

- NH Community Development Finance Authority
- NH Housing Finance Authority
- NH Bureau of Drug and Alcohol Services
- NH Bureau of Homeless and Housing Services
- NH Department of Justice
- NH Charitable Foundation

2000 – 2008

Assist2Sell Buyers & Sellers Realty

Nashua, NH

LICENSED NH REAL ESTATE AGENT

Primary Responsibilities: Created and negotiated successful contract agreements related to the sale of residential and commercial properties as an Exclusive Buyer Agent, Seller Agent, or Dual Agent; and upheld fiduciary duties to the respected parties. Regularly achieved more than \$10 million in sales annually.

ANA PANCINE

Education

Southern NH University 2015 – 2017 Masters of Business Administration & Finance
Hesser College 2001–2005 Bachelor of Science, Business Administration – Minor in Finance

Additional skills: Trained Medical Interpreter: Portuguese & Spanish; Trained Translator: Portuguese; Skilled USCIS Interpreter

Experience

Harbor Homes Inc. Nashua, NH

November 2007 – Present

Chief Financial Officer

March 2020 – Present

Chief Revenue Officer

August 2018 – March 2020

- Supervise and manage the Business/Finance Office team: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/private/self-pay billing.
- Manage the overall strategy and optimization of revenue cycle operations, systems, policies and procedures to apply an improvement to charges, claims, payments, collections and A/R, denials, and reporting of results and analysis.
- Solicited and successfully developed budget proposals for grant applications securing governmental funds to support operations and maintaining consistent service delivery.
- Responsible for reviewing and negotiating financial terms for federal and state contracts.
- Accountable for driving better integration and alignment between all revenue-related functions. Including creating revenue model development, analysis and changes to maximize revenue.
- Monitor the effectiveness of collection efforts and ensure that insurance billings are current within the established period specified in the department policy. Manage all other revenue pipelines of each revenue stream to determine in advance the level of risk to obtaining desired goals and what adjustments should ultimately be implemented.
- Monitor timeliness and effectiveness of billing department activities, ensuring that outstanding patient accounts and accounts receivables are no more than the agreed-upon limit and that bad debt is within the budgeted target.
- Manage program revenue by reviewing and tracking all contracts on a monthly basis, and ensure all funds are fully invoiced/ billed accordingly to funders by contract/grant deadline.
- Work closely with the CFO and other C-suite and executive leaders to continually improve the alignment of each functional group to support the business development organizational structure, legal, finance, compensation, hiring and selection criteria, and rewards and recognition.
- Assist the CFO in managing and implementing financial performance measures that support the PSL's strategic directions.
- Work closely with each PSL program manager to develop a goal to meet budget responsibilities to ensure ongoing financial viability for programs.
- Work closely with the Compliance Officer or designee to prepare and revise the fiscal operations procedures manual and ensure implementation of these.
- Work closely with the Grants and Strategy department to develop new lines of business and grow existing lines of business. This includes the development of new budgets, forecasting, and trend analysis.
- Internal and external reports for State & Federal projects.
- Provide support to CFO on all special projects; serve as back up for this position.
- Prepare complex financial statements, internal/annual reports for planning and oversight of each program within an organization

Various

November 2007 – August 2018

- Assist with budget development for 92 cost centers and 8 affiliated agencies with annual expenses and revenue over \$40m
- Prepare operational and variance analysis for financial presentations based on GAAP, organization, State and Federal guidelines.
- Maintain accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses, and line of credit transactions.
- Chair of the Greater Nashua Continuum Care (GNCOC) and GNCOC Board of Directors, composed of representatives from the Federal, State, and City Governments, housing program directors, local hospital staff, social services agencies, financial institutions, private sector, and religious institutions.
- Established a Safety Committee for the PSL agencies which results in a reduction of \$50K in WC premiums within one year.
- Developed Safety policies and procedures for and guidance of staff on requirements established by insurance companies and funders.
- Created and established the financial policies and procedure manual for the organization
- Knowledge of planning techniques, testing and sampling methods involved in conducting audits.
- Extensive experience with Financial Statements audits, reviews, compilations, and audits for Governmental organizations (A-133).
- Managed annual external audit resulting in no findings and no management comments on A-133 audits.
- Prepare all budgets for the Development Department to be submitted for competitive State, Federal and Local grant applications.
- Review all financial requirements and financial accuracy for new and renewed contracts
- Prepare, review and update all Finance/Accounting policies and procedures to ensure compliance with new Federal regulations.

Skills

Computer: Windows, Microsoft Office, SIFT – Financial Database, Fundware/F9
Finance related: PEARS/CHAMP/WFM, NCAS/SAP, SAGE – MIP,
Language: Fluent Portuguese, Proficient Spanish

Henry J. Och

Executive Summary

20 years of healthcare management experience in a Federally Qualified Community Health Center
Experience working with and supporting underserved and refugee populations
Proven and nationally recognized public health leader
Strong background in healthcare expansion projects and project management
Experience with new service design and implementation
Experienced grant writer for federal, state and private programs

Professional Experience

Chief Operations Officer

The Partnership for Successful Living

2020-Present

Nashua, NH

I lead the continued transformation of the PSL's delivery model to provide integrated, innovative and evidence-based client/patient services. I ensure the meeting of outcomes and regulations for various federal, state and local contracts, government/foundation grants, and audits, as well as overseeing staff. Further duties include:

- to grow or sustain relevant and compelling programs that are financially viable and aligned with the PSL's mission, vision and values
- to implement efficient use of technologies, facilities, and streamlined processes; and to develop and implement an "outcomes" measurement system
- In consultation with the CEO, develop and implement operational plans, monitors progress, and adjusts plans as is necessary to achieve objectives
- The COO oversee and integrate the programs/ services and staff within Keystone Hall (all programs and services), Harbor Homes (all programs and services with the exception of the Facilitating Organization), and Southern NH HIV AIDS Task Force (all programs and services); as well as the following PSL-wide administrative departments and staff: IT, HR, and Facilities.
- I closely with the CEO to support him and represent him as needed in various functions

Chief Operations Officer/Chief Information Officer

Lowell Community Health Center

2013-2020

Lowell, MA

Directly supervised a wide array of clinical and administrative departments including primary and specialty care, health information, information technology (IT), information systems, centralized call center, patient service center and facilities management. I am responsible for the development and implementation of strategic objectives in order to meet the needs of our patients and organizational goals. I have represented the health center at the local, state and national levels.

- Designed Lowell CHC's operations management model which was recognized by the US Health Resources Services Administration as a national best practice
- Launched a state of the art eye care center with clinical and retail optical services in collaboration with the New England College of Optometry
- Launched a new dental clinic comprised of 16 dental exam rooms
- Led a \$26 million clinic expansion project adding 65,000 square feet of clinic space to the health center
- Led the health center's US Health Resources Services Administration operational requirements readiness which resulted in a perfect 19/19 site visit compliance score in 2017

- Led the organization's Joint Commission readiness efforts which resulted in re-accreditation and Joint Commission Patient Centered Medical Home (PCMH) recognition in 2015
- Partnered with the Chief Medical Officer to expand services to include specialty care comprised of podiatry, neurology and dermatology
- Implemented process improvements resulting in a 15% reduction in clinic visit cycle times thereby improving the patient experience
- Directly involved in federal, state and private grant development efforts which have brought Lowell CHC nearly \$3 million in grant funding since 2009
- Led a \$1 million construction project in collaboration with Lowell General Hospital which resulted in onsite lab, ultrasound, mammography and radiology services
- Participated in the implementation of the Wellforce Accountable Care Organization and I am currently supporting the Lowell Behavioral Health Community Partners program
- Participated in donor cultivation and engagement in support of the health center's capital campaign and annual fund
- Coached, mentored and led multidisciplinary personnel and teams to achieve multiple objectives within the health center's strategic plan
- Developed the organization's information technology strategic plan

Chief Information Officer/Director of Operations
Lowell Community Health Center

2005-2020
Lowell, MA

Directed the strategic planning and implementation of enterprise systems in support of health center operations in order to improve cost effectiveness, service quality, and overall patient care. Responsible for all aspects of the organization's information technology infrastructure and information systems, health information and facilities management departments. Designated project manager for many cross functional projects.

- Project manager for the organization's \$42 million construction project and expansion effort which included consolidation of most existing sites as well as the addition of a 340B pharmacy program
- Project manager for a \$1 million clinic expansion initiative to support Lowell CHC's Metta Health Center
- Project manager for the Centers for Medicare & Medicaid Services "Meaningful Use" project which has generated nearly \$1 million in incentive payments
- Collaborated with the Chief of Quality and other clinical leaders to pursue and obtain the National Committee for Quality Assurance's PCMH Level III recognition
- Successfully led the organization's electronic health record implementation project
- Implemented effective patient flow improvements such as a centralized patient call center, streamlined medical record management processes and patient registration processes
- Member of the Massachusetts eHealth Institute's Legal and Privacy Workgroup which supported the development of the Commonwealth of Massachusetts' statewide health information exchange (Mass Hlway)
- Designated as the organization's HIPAA privacy officer, information security officer and compliance officer

Adjunct Professor
University of Massachusetts

2010-2015
Lowell, MA

Provide classroom instruction for graduate students in the Health Informatics and Health Management programs within the University of Massachusetts' College of Health Sciences.

- Developed and instructed the "Project Management in Healthcare" graduate course
- Developed and instructed the "Electronic Health Record (EHR) Systems" graduate course

- Worked with faculty staff and a medical record software vendor to provide a hosted EHR to the University for instruction purposes

Director of Information Technology	2003-2005
Information Technology Coordinator	1999-2003
<i>Lowell Community Health Center</i>	Lowell, MA

Responsible for the execution of all short- and long-term IT strategies. Managed all facets of day to day operations for the Information Systems and Information Technology departments.

- Effective project manager for many successful IT projects such as the migration to a new practice management system, development of a various web-based tracking applications and numerous system platform upgrades and migrations
- Trained and managed a qualified team of IT specialists
- Authored and implemented all current policies and procedures relevant to information technology and information security
- Led the organization's HIPAA Privacy and Security rule compliance efforts

Material Testing Laboratory Coordinator	1997-1999
<i>Joan Automotive Industries / Joan Fabrics</i>	Lowell, MA

Applications Developer	1996-1997
<i>HB Fuller Corporation</i>	Wilmington, MA

Education

University of Massachusetts at Lowell	Expected 2021
<i>Master in Business Administration, concentration Healthcare</i>	

Harvard University	Completed 2006
<i>Master in Liberal Arts in extension studies, concentration in Information Management Systems</i>	

University of Massachusetts at Lowell	Completed 2000
<i>Bachelor of Science in Business Administration, concentration in Management Information Systems</i>	

Certifications and Awards

Project Management Professional (PMP) - 2010
Certified Information Systems Security Professional (CISSP) – 2004
Milken Institute School of Public Health at George Washington University's Emerging Leader Award - 2015
Massachusetts League of Community Health Centers Employee of the Year Award - 2015

Professional Associations

Member - American Public Health Association
Member - American College of Healthcare Executives
Member - International Information System Security Certification Consortium
Member - Project Management Institute
Member - Association of Latino Professionals for America

Military Experience

Commissioned Infantry officer in the Massachusetts Army National Guard with a current rank of Major. Currently serving on the Joint Staff of the Joint Force Headquarters. I have been a member of several response teams providing support to citizens of the Commonwealth in six emergency situations.

Overseas Military Deployments:

Operations Officer, ISAF Headquarters, Afghanistan

2014

- Awarded the Defense Meritorious Service Medal for contributions to the transition of combat operations from NATO coalition forces to Afghan security forces
- Awarded the Slovakian Minister of Defense Medal for support efforts to the Slovakian Military

Infantry Platoon Leader, 182nd Infantry Regiment, Kosovo

2006-2007

- Awarded the Army Commendation Medal for joint human trafficking interdiction operations with the Kosovo Police Services
- Awarded the German Armed Forces Schützenschnur (Silver) Badge

Board and Volunteer Experience

- Board Member – Family Services of the Merrimack Valley
- Board Member – ACT Lawrence, a community development corporation
- Massachusetts Region 3 Health and Medical Coordinating Coalition Governing Board (Ambulatory Care Lead)
- Fortaleza – Advocacy group working on bridging the academic achievement gap for minorities in the Lowell Public School system
- Coach for Lowell CHC's staff running group

Other Skills

Fluent in written and spoken Spanish

[References available upon request]

PETER J. KELLEHER, CCSW, LICSW

77 Northeastern Blvd

Nashua, NH 03062

PROFESSIONAL EXPERIENCE

- 2006-Present** **President & CEO, Southern NH HIV Task Force**
- 2002-Present** **President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH**
- 1997-Present** **President & CEO, Healthy at Home, Inc., Nashua, NH**
- 1995-Present** **President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present** **President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as Chief Executive Officer of five nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$42,000,000 operating budget; proposal development resulting in approximately \$200,000,000 in grants; oversight of 400 management and direct care professionals.
- 2003-2006** **Consultant**
Provided consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.
- 1979 - 1980** **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

2

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts
1989 Academy of Certified Social Workers – NASW
1990 Licensed Independent Clinical Social Worker - Massachusetts
1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfee Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015
- Military Officers Association Granite State Warriors Award 2016
- Honorary Doctor of Humane Letters, Rivier University 2017

MEMBERSHIPS

- Former Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Bi-State Primary Care Association
- National Association of Social Workers
- Former Board Member, National Healthcare for the Homeless
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- Former Board Member, New Futures, Concord, NH
- Former Board Member, Community Health Access Network (CHAN)

Harbor Care

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$350,000	10%	\$35,000
Henry Och	Chief Operating Officer	\$207,000	10%	\$20,700
Ana Pancine	Acting Chief Financial Officer	\$145,000	10%	\$14,500
Vanessa Talasazan	Chief Strategy Officer/Chief of Staff	\$145,000	10%	\$14,500
Mary Beth LaValley	Vice President of Keystone Hall	\$135,000	65%	\$87,750

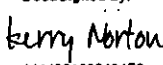

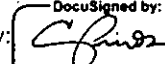
Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-07)

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

AGREEMENT

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

GENERAL PROVISIONS**I. 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 Hope on Haven Hill, Inc.		1.4 Contractor Address 326 Rochester Hill Rd. Rochester, NH 03867	
1.5 Contractor Phone Number (603) 841-5353	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$328,715
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: 11/18/2020		1.12 Name and Title of Contractor Signatory Kerry Norton Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 11/18/2020		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: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



CONTRACT IDENTIFICATION DETAILS

1. Account Numbers for Form P-37, General Provisions

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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, 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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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.

**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 days 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; and
 - 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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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B**



- 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.

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

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



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 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.
- 1.8.5. 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.
- 1.8.6. 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

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Substance Use Disorder Treatment and Recovery Support Services
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assist individuals who require a more intensive level of service in a structured setting.

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 Paragraphs 1.8.1 through 1.8.6 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 the Substance Abuse Mental Health Services Administration (SAMHSA) TIP 27: 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

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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 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

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- 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 four (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 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:
 - 1.10.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.10.5.2. During treatment only when determined by a Licensed Counselor.
- 1.10.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.10.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.10.6.2. 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:
 - 1.10.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.10.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.10.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

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- 1.10.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.10.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.10.7.1. 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:
 - 1.10.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.10.7.1.2. 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:
 - 1.10.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.10.7.1.2.2. 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):
 - 1.10.7.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.10.7.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.10.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
 - 1.10.7.2. 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.

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- 1.10.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.10.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.10.7.5. Individuals with Opioid Use Disorders.
- 1.10.7.6. Veterans with substance use disorders.
- 1.10.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.10.7.8. Individuals who require priority admission at the request of the Department.
- 1.10.8. 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.
- 1.10.9. 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.
- 1.10.10. 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:
 - 1.10.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.10.10.2. Probation and parole programs.
 - 1.10.10.3. Doorways.
- 1.10.11. 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.
- 1.10.12. 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.
- 1.10.13. The Contractor shall not deny services to an adolescent due to:
 - 1.10.13.1. The parent's inability and/or unwillingness to pay the fee; or

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- 1.10.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.10.14. The Contractor shall provide services to eligible individuals who:
 - 1.10.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.10.14.2. Have co-occurring mental health disorders; and/or
 - 1.10.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.10.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.10.16. 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:
 - 1.10.16.1. Kitchens.
 - 1.10.16.2. Group rooms.
 - 1.10.16.3. 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 ^{SS} _{EN}

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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:

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.

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- 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
 - 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.

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- 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:
 - 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:

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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

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.

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- 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.
 - 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. 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:

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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 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.

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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

1.14.7.3.2. 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 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.

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

- 1.14.9.1. The ASAM Criteria (2013).
- 1.14.9.2. The SAMHSA Treatment Improvement Protocols (TIPs).
- 1.14.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.15. Individual and Group Education

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.

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- 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:
 - 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

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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
 - 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:

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- 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, 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.

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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.

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;

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- 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;
- 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.

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- 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 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.

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- 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.
- 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;
 - 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.

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- 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.
 - 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-

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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.

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

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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.

1.18.18. 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.

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.

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- 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 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:
 - 1.18.25.1. 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;

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- 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.
- 1.20.3. 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.
- 1.20.4. 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 in 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.

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- 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
 - 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; or
 - 1.23.1.2.3. The client leaving the program before completion against advice of treatment staff; or
 - 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.
 - 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:

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- 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.
- 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:

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- 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;
 - 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 to ensure:
 - 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; and
 - 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.

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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.

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;

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- 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; and
- 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.
- 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

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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: Percentage of individuals receiving ASAM level of care within 30 days; and

4.1.1.5. Treatment completion: Percentage of individuals completing treatment.

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.

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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 represents 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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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 10, 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 10, 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 \$228,715.
 - 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:

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.

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.

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9. Additional Billing Information: Intensive Case Management Services

- 9.1. 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.
- 9.2. The Department will not pay for Intensive Case Management provided to a client prior to admission.
- 9.3. The Contractor shall bill the Department for Intensive Case Management only when the service is authorized by the Department.

10. Sliding Fee Scale

- 10.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.
- 10.2. 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%

- 10.3. 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.

11. Submitting Charges for Payment

- 11.1. 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:
- 11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

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- 11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 11.1.5. Submit separate batches for each billing month.
- 11.2. 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.
- 11.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 11.4. 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
- 11.5. 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.
- 11.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 11.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 11.8. 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.
- 11.9. 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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- 11.10. 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.
- 11.11. 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.
- 11.12. 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.
- 11.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 11.14. 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.
- 12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds**
- 12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
- 12.2.1. Make cash payments to intended recipients of substance abuse services.
- 12.2.2. 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.
- 12.2.3. 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.
- 12.2.4. 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.
- 12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 12.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete_{es} for Federal substance abuse funding administered by SAMHSA, *EN*

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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.

13. Audits

- 13.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. 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

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



financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 13.5. 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.

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.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day

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11/18/2020



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

Exhibit C-1

1.10	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	\$75.00	Per Day
1.11	Individual Intensive Case Management	\$16.50	15 min
1.12	Group Intensive Case Management	\$5.50	15 min
1.13	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to \$20.00	Hour
1.14	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to \$5.00	Per 15 minutes
1.16	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

**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

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

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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

Title: Executive Director

Vendor Initials

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KN

11/18/2020
Date



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:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

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Vendor Initials
Date 11/18/2020


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 ^{DS} 



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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

Title: Executive Director

Contractor Initials

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KN

Date 11/18/2020

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:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

Title: Executive Director

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit HCERTIFICATION 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:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

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.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

KN

11/18/2020
Date



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

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

3/2014

Contractor Initials

11/18/2020
Date



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials

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Date



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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

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Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

11/18/2020

Date

Hope on Haven Hill

Name of the Contractor

Kerry Norton

Signature of Authorized Representative

Kerry Norton

Name of Authorized Representative

Executive Director

Title of Authorized Representative

11/18/2020

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:

11/18/2020

Date

DocuSigned by:

Kerry Norton

Name: Kerry Norton

Title: Executive Director

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**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.

47-4623824

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

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: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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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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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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 HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0005038821



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of November A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, MICHAEL J. MURPHY, 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 HOPE ON HAVEN HILL 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 JUNE 10, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

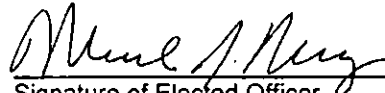
VOTED: That KERAY NORTON (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of HOPE ON HAVEN HILL 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: 11-5-20


Signature of Elected Officer
Name: MICHAEL J. MURPHY
Title: TREASURER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net														
INSURED Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Wesco Insurance Co</td> <td>25011</td> </tr> <tr> <td>INSURER B: AmTrust Financial Services, Inc.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Wesco Insurance Co	25011	INSURER B: AmTrust Financial Services, Inc.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 20-21

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WPP1871968	08/01/2020	08/01/2021	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 - COMP/OP AGG \$ 3,000,000 Abuse and Molestation \$ 1,000,000
B	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			WPP1871967 00	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1877069 00	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WWC3481019	08/02/2020	08/02/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER
CANCELLATION

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

To provide treatment and recovery support for pregnant and postpartum women with substance use disorder so that they can become healthy, nurturing and confident mothers and members of their community.



HOPE ON HAVEN HILL

COST PROPOSAL

RFP-2021-BDAS-07-SUBST

7.2.11.2.1 Audited Financials

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HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2019

HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2019

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<u>FINANCIAL STATEMENTS</u>	
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Statement of Activities and Changes in Net Assets	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7 - 10

INDEPENDENT AUDITORS' REPORT

January 31, 2020

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2019, 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.

Certified Public Accountants
Portsmouth, New Hampshire

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION

JUNE 30, 2019

ASSETS	
CURRENT ASSETS	
Cash	\$ 948,420
Medical billing receivable	<u>123,999</u>
Total Current Assets	<u>1,072,419</u>
PROPERTY AND EQUIPMENT	
Building	542,722
Land	109,917
Equipment	3,000
Furniture and fixtures	17,985
Vehicles	29,683
Leasehold improvements	<u>191,955</u>
	895,262
Less Accumulated depreciation	<u>36,198</u>
Total Property and Equipment, Net	<u>859,064</u>
OTHER ASSETS	
Deposits	<u>1,600</u>
Total Other Assets	<u>1,600</u>
Total Assets	<u><u>\$ 1,933,083</u></u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2019

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 1,469
Accrued expenses	67,266
Current portion of long-term debt	<u>31,262</u>
Total Current Liabilities	<u>99,997</u>

LONG-TERM LIABILITIES

Note payable, net of current portion	<u>87,393</u>
Total Long-Term Liabilities	<u>87,393</u>

Total Liabilities	<u>187,390</u>
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NET ASSETS

Net assets without donor restrictions	<u>1,745,693</u>
---------------------------------------	------------------

Total Net Assets	<u>1,745,693</u>
------------------	------------------

Total Liabilities and Net Assets	<u><u>\$ 1,933,083</u></u>
----------------------------------	----------------------------

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2019

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	Total
SUPPORT AND REVENUE			
Donations	\$ 70,558	\$ -	\$ 70,558
Grants	1,174,659	-	1,174,659
Insurance reimbursement revenue	686,514	-	686,514
Fundraising	56,485	-	56,485
Other income	17,195	-	17,195
Interest income	167	-	167
Net assets released from restrictions	205,500	(205,500)	-
Total Revenue and Other Support	2,211,078	(205,500)	2,005,578
EXPENSES			
Program Services	941,113	-	941,113
Supporting Services:			
Management and general	247,790	-	247,790
Fundraising	110,833	-	110,833
Total Supporting Services	358,623	-	358,623
Total Expenses	1,299,736	-	1,299,736
Changes in Net Assets	911,342	(205,500)	705,842
NET ASSETS, Beginning of Year	834,351	205,500	1,039,851
NET ASSETS, End of Year	\$ 1,745,693	\$ -	\$ 1,745,693

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2019

	Program Services	Management and General	Fundraising	Total
Salaries and wages	\$ 564,760	\$ 126,508	\$ 53,900	\$ 745,168
Professional fees	61,219	31,940	7,399	100,558
Employee benefits	53,014	31,633	-	84,647
Payroll taxes	50,648	11,480	5,402	67,530
Direct services	53,560	-	-	53,560
Repair and maintenance	28,960	14,639	-	43,599
Fundraising	-	-	38,782	38,782
Insurance	24,919	5,088	-	30,007
Office expense	16,533	5,276	1,377	23,186
Depreciation	20,538	-	-	20,538
Rent	9,600	9,600	-	19,200
Utilities	14,506	3,626	-	18,132
Telephone and internet	6,597	3,299	1,100	10,996
Memberships and registrations	8,205	1,146	1,148	10,499
Taxes	9,623	-	-	9,623
Auto expenses	6,595	-	-	6,595
Dues and subscriptions	3,690	1,901	-	5,591
Payroll service charges	4,021	911	429	5,361
Travel	1,923	144	337	2,404
Interest expense	1,830	291	-	2,121
Licenses and permits	-	-	959	959
Meals and entertainment	372	308	-	680
	<u>\$ 941,113</u>	<u>\$ 247,790</u>	<u>\$ 110,833</u>	<u>\$ 1,299,736</u>

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ 705,842
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:	
Depreciation	20,538
Changes in assets and liabilities that used (provided) cash:	
Medical billing receivable	(68,386)
Prepaid expenses	642
Deposits	5,000
Accounts payable	(9,162)
Accrued expenses	4,312
	<u>658,786</u>
Net cash provided by (used in) operating activities	<u>658,786</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of property and equipment	<u>(390,505)</u>
Net cash provided by (used in) investing activities	<u>(390,505)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Net proceeds (repayments) on line of credit	(28,999)
Payments on long-term debt	<u>(31,156)</u>
Net cash provided by (used in) financing activities	<u>(60,155)</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS 208,126

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR 740,294

CASH AND CASH EQUIVALENTS AT END OF YEAR \$ 948,420

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Interest expense \$ 2,121

There was no cash paid during 2019 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

There were no noncash investing and financing activities for the year ended June 30, 2019.

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers who are in recovery. The Organization was established to provide a nurturing, therapeutic home environment for women with substance use disorder who are seeking recovery. The organization also provides outpatient counseling services through individual and group counseling, as well as an Intensive Outpatient Program for individuals with substance use disorder.

In December 2016, the Organization opened an eight-bed residential facility, which provides a safe home with comprehensive addiction treatment services, including group and individual therapy, 12-step programs, smoking cessation seminars, family therapy, parenting classes, educational, job, and life coaching, and case management, to support women and their families in their recovery from addiction.

In August 2019, the Organization opened a second facility, Abi's Place, an eight-room transitional recovery house, for mothers in recovery and their children. Abi's Place offers women who have completed a residential program the opportunity to live in a transitional setting that offers assistance with employment, childcare, and continued recovery support.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation - During the fiscal year ended June 30, 2019, the Organization adopted provisions of FASB Account Standards Update (ASU) No. 2016-14, Presentation of Financial Statements for Not-for-Profit Entities. In accordance with these provisions, the Organization is required to report 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 and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions, accordingly, net assets and changes therein are classified as follows:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed stipulations.

Net assets with donor restrictions - Net assets subject to donor-imposed stipulations that 1) may or will be met either by actions of the Organization and/or the passage of time or 2) they be maintained permanently by the Organization.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the year ended June 30, 2019, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019

Note 1 - Summary of Significant Accounting Policies (continued)

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Grants and Medical Billing Receivable - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to accounts receivable. There was no allowance for doubtful accounts as of June 30, 2019. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight line method over the estimated useful lives of the related assets, which is 5 to 30 years. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies net assets with restrictions to net assets without restrictions at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as net assets with restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without restrictions and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Restricted contributions which are both received and released within the same year are recorded as net assets without restrictions.

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred. The expenses that have been allocated include salaries, payroll taxes and employee benefits which have been allocated based on an estimation of time and effort and professional fees, repairs and maintenance, rent, utilities, insurance, office expenses, telephone and internet and memberships and registrations which have been allocated based on an estimation of usage and consumption.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. There was no advertising expense for the year ended June 30, 2019.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019

Note 2 – Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of \$24,999. In July 2017 the amount was increased to \$50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 7.00% at June 30, 2019. The line is secured by all personal property of the Organization. Interest expense paid on the line was \$969 for the year ended June 30, 2019.

Note 3 – Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30, 2018:

Terms	Security	
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of \$2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	\$ <u>118,655</u>
Total Debt		118,655
Less: current portion		<u>31,262</u>
		\$ <u>87,393</u>

Interest expense under this debt agreement amounted to \$1,152 for the years ended June 30, 2019.

Future minimum principal payments under the agreement are as follows at June 30,:

2020	\$ 31,262
2021	31,576
2022	31,893
2023	<u>23,924</u>
	\$ <u>118,655</u>

Note 4 – Restrictions and Limitations of Net Asset Balances

There were no net assets with restrictions at June 30, 2019.

The sources of net assets released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors were as follows for the years ended June 30, 2019:

Purchase of rehab location	\$ <u>205,500</u>
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Net assets without donor restrictions consisted of the following at June 30, 2019:

Undesignated	\$ <u>1,745,693</u>
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HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019

Note 5 - Leases

In March 2017 the Organization entered into a two year lease for office space under the terms of an operating lease. The lease ended in February 2019 at which point the Organization became a tenant at will. The lease was terminated in October 2019. The lease called for monthly payments of \$1,600. Total rent paid under this lease was \$19,200 for the year ended June 30, 2019.

The Organization entered into a new lease for a new office space location in September 2019. The lease commences on November 1, 2019 and calls for monthly rent of \$3,336. The lease terminates in October 2022 and the Organization has the option to extend for two additional terms of one year each. The base rent of the lease increase annually by 2.00% and the first increase is scheduled for November 2020. Future rental payments under this lease will be \$30,024 in 2020, \$40,566 in 2021, 41,380 in 2022 and \$13,884 in 2023.

Note 7 - Retirement Plan

During the year ended June 30, 2018 the Organization adopted a voluntary 401(k) plan for employees. All full-time employees are eligible to participate in the plan. The Organization did not make any matching contributions for the year ended June 30, 2019 under this plan. In January 2019 the Organization adopted a Simple IRA plan. All full-time employees are eligible to participate in the plan. The Organization's matching contributions under this plan totaled \$7,676 for the year ended June 30, 2019.

Note 8 - Concentration of Credit Risk

The Organization derived approximately 30% of its operating revenue and support from a government agency.

Note 9 - Liquidity and Availability of Resources

The Organization has the following financial assets available within one year of the balance sheet date to meet cash needs for general expenditure:

Cash and cash equivalents	\$ 948,420
Total	\$ 948,420

None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. As part of the Organization'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 10 - Subsequent Events

Subsequent events have been evaluated by management through January 31, 2020 which is the date the financial statements were available to be issued. There were no subsequent events, other than those disclosed in note 5, that were material to the financial statements at January 31, 2020.



Board of Directors

As of June 30, 2020

<p>Sarah Landres, Esq. – Chair Public Defender Program [REDACTED] [REDACTED] Term ending: 12/2020</p>	<p>Joseph Hannon, MD Volunteer, Community Leader, Politician [REDACTED] [REDACTED]@m Term ending: 12/2020</p>
<p>Jillian Mulrooney – Vice Chair Human Resource Specialist [REDACTED] [REDACTED] Term ending: 10/2021</p>	<p>Kathleen Routhier, RN Assistant Nurse Manager WDH Women's and Children's Unit Wentworth Douglas Hospital [REDACTED] [REDACTED]@gmail.com Term ending: 12/2020</p>
<p>Michael Murphy, -Treasurer Murphy, Powers & Wilson, P.C. [REDACTED] [REDACTED] Term ending: 12/2020</p>	<p>Colin Walker Ameriprise Financial Services [REDACTED] [REDACTED] Term ending: 02/2021</p>
<p>Christine List – Secretary Orr & Reno, PA [REDACTED] [REDACTED]@gmail.com Term ending: 02/2022</p>	<p>Nick Couturier Real Estate Specialist [REDACTED] [REDACTED] Term ending: 02/2022</p>

Kerrylee Norton, RN



OBJECTIVE

Management level leadership position within a system of healthcare for pregnant and parenting women utilizing community relations, program development, grant writing, networking, fund development, financial, strategic planning/thinking and board development/management with opportunity for high community impact and personal growth.

July 2015- Present – Executive Director, Hope on Haven Hill, Rochester, NH

Began in the organization as Co-Founder and Program Director of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Women who reached out to us while unable to access care in NH and assist them with getting support and treatment.

After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

Was promoted to Executive Director in August 2019. Responsible for day-to-day management, administration, operations, and development for HHH.

- Directly manages \$2M annual budget which includes state funds, private donations, funds from foundations and grants, donor solicitations, etc. Provides direct financial reporting to these entities and the Board of Directors.
- Provide leadership to staff and community to ensure the mission and strategic plan is carried out.
- Oversees daily operations, administration, development, capital purchases and clinical.
- Recruit, develop, and manage staff- administration, clinical and clinical.
- Provide direct supervision to: Operations Director and Clinical Director and other staff as needed and appropriate.
- Create and maintain policies and procedures for all programs and operations for the organization.
- Assist the Board of Directors in developing annual budgets, financial planning, and funding of programming, initiatives and strategies that will propel the agency forward (i.e., billing service expansion, facility expansion, etc)

11/2008-11/13/2015- Maternal Child/Health/Prenatal Nurse, Garrison Women's Health Center, Dover, NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to completing triage on all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010- Pre-op and Post-op RN/CPSN and Skin wellness, Atlantic Plastic Surgical Center, Portsmouth, NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008-Maternal Child Health RN/Resource Nurse, Portsmouth Regional Hospital, Portsmouth, NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS Instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005- Pediatric Registered Nurse, Portsmouth Pediatric Associates, Portsmouth, NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends, I became competent in all facets of pediatric care and emergencies.

1/2002-1/2005- Triage RN and Childbirth Educator, Harbour Women's Health, Portsmouth, NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/1993-5/1995- Triage RN, York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994- Substitute School Nurse, SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Education:

- NHCC, Manchester, NH- Associates in Science, Nursing
- Franklin University, Bachelor of Science, Nursing
- Franklin University, BSN-MSN Nursing current enrolled, graduation 2022

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN and STABLE. Maine State Registered Nurse, License compact state.

References upon request

Lisa M. Pollard, MBA, C.P.M.

EXPERIENCE

2018 – present Contract Administrator/Deputy Director, Contracts and Procurement Unit

State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301

Current responsibilities include supervision of and assigning work projects for a staff of 13 contract specialists; working closely with legal counsel in the preparation and review of RFPs, contracts, MOUs, and amendments; providing guidance on contract language, rules, laws, and policies; ensuring compliance with state and federal grants requirements; facilitating intake and vendor meetings, staff trainings, and continuing education; participating in special projects including contracts process improvements, LEAN, and reorganizations, as well as acting as a liaison between the contracts union and all DHHS program areas.

2014-2017 Director, Division of Procurement and Support Services (P&SS)

State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

Responsibilities included directing nine Division areas: a team of purchasing professionals within the Bureau of Purchase & Property (BoPP); the Bureau of Graphic Services; the Surplus Food Distribution program, which supplies USDA food across the state for the NH School Lunch Program; the State and Federal Surplus Property programs at White Farm; as well as the state's Real Property; Fleet; Recycling; Merchant Card, and Procurement (PCard) programs.

Duties included reviewing requests for bid/proposal (RFBs/RFPs); drafting/review of statewide commodity and service contracts, MOUs, SLAs, SaaS agreements, etc.; providing oversight of internal/external audits; working closely with the State's legal teams to apply rules and laws, and to interpret language related to the activities within the Division; updating Division policies and procedures; working closely with the Department of Information Technology (DoIT) on statewide IT initiatives such as credit card acceptance by agencies, implementation of a new ERP/POS system at the NH Liquor Commission, upgrades to the State's financial and time systems, etc.; contract negotiations; right-to-know requests; vendor protests/hearings; approving purchase orders; preparation/oversight of Division budgets; LEAN project executive sponsor, and providing legislative input as needed.

Highlights:

- Assisted in drafting procurement and ethics language for the Senate bill which later became RSA 21-G:37
- Created standardized procurement process guides, RFP template, updated statewide procurement and contract training, and implemented contract management procedures for all statewide contracts
- Oversaw the expansion of the PCard program from approximately \$50,000 in 2014 to \$16.5M in 2017
- Oversaw three successful annual statewide Payment Card Industry (PCI) credit card audits

2006-2014 Purchasing Manager/Contract Specialist

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration for large dollar projects at the various USNH institutions. Duties included preparing formal requests for information/proposals/bids (RFI/RFP/RFBs); conducting site inspections; vendor negotiations; assuring compliance with USNH, state, and federal policies and requirements for procurement; overseeing insurance requirements and mitigating risk to the USNH institutions; assisting with internal/external audits; and supervision of support staff. Worked closely with the USNH senior contract officer and legal counsel to draft, review and negotiate UNH/USNH contract documents.

Highlights:

- Chair of the USNH OS/PAT Employee Council which collaborated with USNH HR to update employee policies and benefits.
- Project manager for System-wide print management program "PrintSmart" which saved USNH institutions over \$625,000 and resulted in a 56.31% reduction in energy usage in its first full year (2012-13).
- Worked with UNH IT staff to implement UNH's Safe Electronic Equipment Disposal (SEED) Program resulting in a cost savings of more than \$28K from 2010-2014, and a reuse of more than 16 tons of equipment.
- Promoted increased awareness and use of the UNH Surplus Property program which resulted in an additional \$25K in revenue annually, while diverting hundreds of usable items to public schools and non-profits.
- Worked with the Sustainability Office and students to implement the 100% post-consumer recycled copy paper policy at UNH.

2000-2006 Purchasing Agent

University System of New Hampshire, Purchasing & Contract Services Dept., 11 Brook Way, Durham, NH 03824

Responsibilities included purchasing and contract administration of commodities and services for all four USNH institutions, including information technology and office equipment; printing; supplies and equipment for dining halls, motor vehicles; and independent contractors. Conducted campus-wide purchasing training; sourcing; site inspections; pre-proposal meetings and bid openings; contract negotiations; and processed purchase orders. Oversaw surplus property and was the "green" buying specialist for UNH.

1995-2000 Purchasing Agent/Production Coordinator/ISO 9000 Trainer

Label Tech, Inc., 16 Interstate Drive, Somersworth, NH 03878

Responsible for the purchasing and inventory of all raw materials, tooling and other supplies and services for a printing company. Completed ISO-9001 Certified Quality Control Auditor Training, established a company quality control policy, which led to ISO-9001 certification in December 1997.

EDUCATION

2003-2006 Plymouth State University, Plymouth, New Hampshire

Received Master of Business Administration (MBA) degree in Spring 2006.

1984-1988 Hawthorne College, Antrim, New Hampshire

Graduated cum laude in April 1988 with a Bachelor of Science degree in Business Administration and a minor in Psychology. President of Student Council 1987-1988.

CERTIFICATION

Received designation as Certified Purchasing Manager (C.P.M.) through the Institute for Supply Management (ISM) in July 2009. Renewed July 2014.

TECHNICAL SKILLS

Experienced in utilizing the following software and databases: Microsoft Word, Excel, & PowerPoint; Access; Filemaker Pro; SCT Banner (Oracle); Lawson/Infor NH First (Oracle), Unimarket ERP, and the internet. Current Notary Public.

REFERENCES

Available upon request.

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

Education

- M.S. Walden University, 2016
Human Services (Public Policy, Analysis and Planning)
- M.S. Wilmington University, 2013
Community Counseling
Advisor: Doris Lauckner, PsyD.
- B.S. Wilmington University, 2005
Psychology

Experience

Adult ACT Clinician

October 2016-Present

Center for Life Management, Derry, NH

Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS

Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

SAPR Support Specialist

August 2013-September 2016

Sexual Assault Prevention and Response (SAPR)

Portsmouth Naval Shipyard, Kittery, ME

Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

Domestic Violence Advocate/DV Liaison

August 2011-July 2013

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern

May 2012-April 2013

Aquila of DE, Inc., Georgetown, DE

Site Supervisor: April Lathbury, LCSW, CCDP-D.

Faculty Supervisor: Mary Vaughn, Psy.D.

Group Supervisor: Doris Lauckner, Psy.D.

Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

Case Manager

August 2010-August 2011

SAFE Program of People's Place, Milford, DE

Supervisor: Marcey Rezac, LCSW, DVS

Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator

October 2009-August 2010

Sodat DE, Inc., Wilmington, DE

Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

Beth O'Dell, MS, LCMHC, NCC, 200-RYT

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

Training

200-hour Yoga Teacher Training
Yoga Life Institute NH, Exeter NH

February 2018

DBT Skills Training for Borderline Personality Disorder
Mental Health Center of Greater Manchester

April 2017

National Certified Counselor
National Board for Certified Counselors

August 2013-August 2023

Danger Assessment Certification
Danger Assessment Training Program; John Hopkins School of Nursing

September 2011

Emily Pavick

[REDACTED]

Conscientious Behavioral Health Specialist with strong interpersonal skills focused on providing client-centered therapy for adults with SUD, anxiety, depression, and other mental health conditions. Seeking full-time clinical position immediately upon graduation.

Work Experience

Behavioral Health Specialist, Student Intern

Goodwin Community Health - Somersworth, NH
November 2019 to Present

- Develop individualized treatment plans based on client assessment.
- Provides psychotherapy to increase client awareness.
- Co-facilitates IOP groups for adults with SUD.

Case Manager, Student Intern

Cross Roads House - Portsmouth, NH
2018 to 2019

- Identified client needs and connected them with appropriate supports.
- Facilitated Art & Writing Therapy groups.

Adjunct English Professor

Northern Essex Community College - Haverhill, MA
May 2015 to January 2018

Lectured and evaluated student assignments.

Biddeford, ME, Therapeutic Journal Writing Facilitator

Maine Behavioral Healthcare - Springvale, ME
February 2016 to November 2017

Facilitated Writing Therapy groups to increase self-esteem in adults with MI.

Teaching Assistant/English Instructor

University of New Hampshire - Durham, NH
January 2014 to January 2015

Education

Master of Social Work In Social Work

University of New Hampshire - Durham, NH
May 2020

Master of Fine Arts In Writing

University of New Hampshire - Durham, NH
December 2015

Bachelor of Arts in Psychology
Southern Illinois University - Carbondale, IL

Skills

- Group therapy
- Yoga and Meditation training
- Telehealth training
- Evidence-Based Practice Intervention
- Calmly manages high-stress situations
- Coordinates well with other providers
- Social Work
- Behavioral Health
- Crisis Intervention
- Mental Health Counseling
- Social Work
- Research
- Behavioral Health
- Mental Health Counseling
- Motivational Interviewing
- Addiction Counseling
- Behavioral Therapy
- Crisis Management
- Crisis Intervention
- Addiction Counseling
- Motivational Interviewing

Links

[REDACTED]

Allison Jackson

WORK EXPERIENCE

Social Services Assistant

Kennebunk Center for Health and Rehabilitation - Kennebunk, ME - 2017-01 - Present

Assist in fulfilling both the administrative and the clinical duties of the social services department of a busy rehabilitation and long term care facility. This includes meeting with clients, performing informal evaluations, preparing admission, referral and discharge paperwork and working amongst a large team of staff to coordinate client care.

Residential Program Assistant

Waban Projects, Inc - 2015-11 - 2016-08

Responsibilities

Provide direct care to individuals in a group home setting who have intellectual disabilities. Act as assistant manager to supervise and coach a group of staff members. Maintain up to date documentation compliance, organize scheduling and maintain attendance to supervisory groups and/or trainings.

Group Life Worker

St Andre Home, Inc - Biddeford, ME - 2014-07 - 2015-11

Responsibilities

Interact directly with pregnant and/or parenting women in a residential setting who are experiencing homelessness. Provide coaching in daily living and parenting skills to clients who have experienced various traumas such as substance abuse, domestic violence, poor mental health, etc.

Accomplishments

Made many connections with women from varying backgrounds while they spent time in the group home. Contributed to the successful discharge of clients as defined by moving out to independent stable housing with their family unit intact.

Skills Used

Parenting education/awareness. Knowledge of infant/child development. Organizing and leading therapeutic and/or vocational groups. Documentation and organization.

EDUCATION

BA Psychology

University of New England

ADDITIONAL INFORMATION

Volunteered at Caring Unlimited for approximately five years where primary responsibility was to interact with women and children experiencing and leaving situations of domestic violence.

College Internship was through parent resource center for approximately one year, where I organized and provided in home parenting support and education to individuals identified by local state child protection agency to prevent intervention/child removal. This agency also provided supervised visitation to parents as mandated by local courts.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerrylee Norton	Executive Director	\$95,000		
Lisa Pollard	Director of Operations	\$80,000		
Beth O'Dell	Clinical Director	\$66,950		
Emily Pavick	Licensed Clinician	\$51,470		
Allison Jackson	House Manager	\$42,640		

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-08)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3462	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$2,035,829
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: <i>Elin Treanor</i> Date: 11/20/2020		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 11/20/2020		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: <i>[Signature]</i> On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



CONTRACT IDENTIFICATION DETAILS

1. Account Numbers for Form P-37, General Provisions

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, 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.

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- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN 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,

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- including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.2. 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 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.
- 1.8.4. 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.
- 1.8.5. 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.
- 1.8.6. The Contractor shall provide Residential Withdrawal Management services as defined by ASAM Criteria, Level 3.7-WM a residential services. The Contractor shall ensure residential withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 1.8.7. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for

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treatment of opiate and other substance use disorders. The Contractor shall:

- 1.8.7.1. 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.
- 1.8.7.2. Coordinate care and meet all requirements for the service provided.
- 1.8.7.3. 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."
- 1.8.7.4. Provide Integrated Medication Assisted Treatment services 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 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

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- 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
 - 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

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- 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):
 - 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.

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- 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 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

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- 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;
 - 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

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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.

1.13.1.3.7. Policies and procedures for holding a client's possessions.

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- 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.
 - 1.13.2.2. During screening.

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- 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.

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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 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: ^{OS} The individual has achieved the goals articulated in

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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.

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;

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- 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
 - 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;

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- 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.
- 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;

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- 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:
 - 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.

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- 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
 - 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.

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

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- 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:
 - 1.17.5.1.1. The name of the examinee.

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- 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 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
- 1.22.1.2.4. 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;
- 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 event 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: 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.

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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

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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:

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:

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- 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 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:

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- 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 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

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Manchester Alcoholism Rehabilitation Center
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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT B**



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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**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. 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 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.

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



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.

Manchester Alcoholism Rehabilitation Center
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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 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.

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



- 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 **\$1,537,829**.
- 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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Substance Use Disorder Treatment and Recovery Support Services
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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. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

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

7.1.1. Medication

7.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 7.1.1.2 below.

7.1.1.2. 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:

7.1.1.2.1. 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.

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

7.1.1.3. The Contractor shall maintain documentation of the following:

7.1.1.3.1. WITS Client ID Number;

7.1.1.3.2. Period for which prescription is intended;

7.1.1.3.3. Name and dosage of the medication;

7.1.1.3.4. Associated Medicaid code;

7.1.1.3.5. Charge for the medication;

7.1.1.3.6. Client cost share for the service; and

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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7.1.1.3.7. Amount being billed to the Department for the service.

7.1.2. Physician Time

7.1.2.1. 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:

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

7.1.2.1.2. Prescribing and/or administering a medication.

7.1.2.1.3. Monitoring the client's response to a medication.

7.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.

7.1.2.3. The Contractor shall maintain documentation of the following:

7.1.2.3.1. WITS Client ID Number;

7.1.2.3.2. Date of service;

7.1.2.3.3. Description of service;

7.1.2.3.4. Associated Medicaid code;

7.1.2.3.5. Charge for the service;

7.1.2.3.6. Client cost share for the service; and

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

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
0%-138%	0%

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



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
Department of Health and Human Services

Manchester Alcoholism Rehabilitation Center
d/b/a Farnum Center

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



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 may not 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:

Manchester Alcoholism Rehabilitation Center
d/b/a Farnum Center

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT C**



- 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:

Manchester Alcoholism Rehabilitation Center
d/b/a Farnum Center

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



- 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.
- 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.

**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.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.7.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	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
1.8.	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.
1.9.	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 7.1	See Exhibit C, Section 7.1
1.10	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/20/2020

Date

DocuSigned by:

Elin Treanor

0200F1072403472

Name: Elin Treanor

Title: CFO



**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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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ET

Date 11/20/2020

**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:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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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ET

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:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

Contractor Initials

DS
ET

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:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

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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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials ET

11/20/2020
 Date _____



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 Associate shall not disclose the PHI.

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Contractor Initials ET

Date 11/20/2020

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

11/20/2020
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials

ET

11/20/2020
Date



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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

ET

11/20/2020
Date



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

CE0006004C63142

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

11/20/2020

Date

Easter Seals New Hampshire, Inc

Name of the Contractor

Elin Treanor

CE0006004C63142

Signature of Authorized Representative

Elin Treanor

Name of Authorized Representative

CFO

Title of Authorized Representative

11/20/2020

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:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Contractor Initials

DS
ET

Date 11/20/2020



**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.

948500285

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

 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

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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

New Hampshire Department of Health and Human Services

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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

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

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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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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

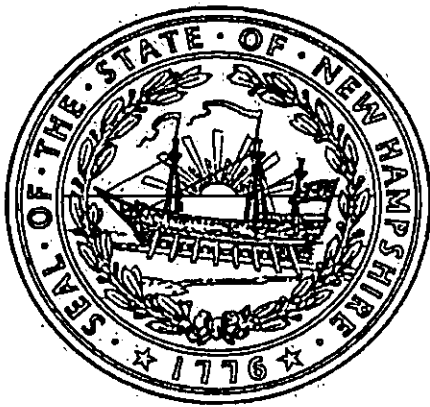
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650

Certificate Number: 0004881224



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, 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 Manchester Alcoholism Rehabilitation Center
(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 April 8, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Elin Treanor (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, 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: 10/30/2020

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

Client#: 497072

EASTESEA7

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/20/2020

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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	


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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2172625	09/01/2020	09/01/2021	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2172623	09/01/2020	09/01/2021	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 \$10K	X	X	PHUB735674	09/01/2020	09/01/2021	EACH OCCURRENCE	\$15,000,000	
							AGGREGATE	\$15,000,000	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
A	EDP			PHPK2172625	09/01/2020	09/01/2021	\$1,619,050		
							\$500 Deductible		
							Special Form Incl Theft		

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

Supplemental Names*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
INSURED
Easter Seals New Hampshire, Inc
555 Auburn Street
Manchester NH 03103

CONTACT NAME: Tina Housman

PHONE

(A/C, Mo, Ext):

E-MAIL

ADDRESS: thousman@hayscompanies.com

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The North River Insurance Company 21105

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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	ADOL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Per occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Per accident) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	HIRE AUTOS	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				X PER STATUTE OTH ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	406-731971-7	1/1/2020	1/1/2021	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Supplemental Names include Easter Seals ME, Inc., Agency Realty, Inc., Manchester Alcoholism Rehabilitation Center, Inc., dba The Parum Center, Easter Seals VT, Inc.
A Waiver of Subrogation applies where required by written contract.

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

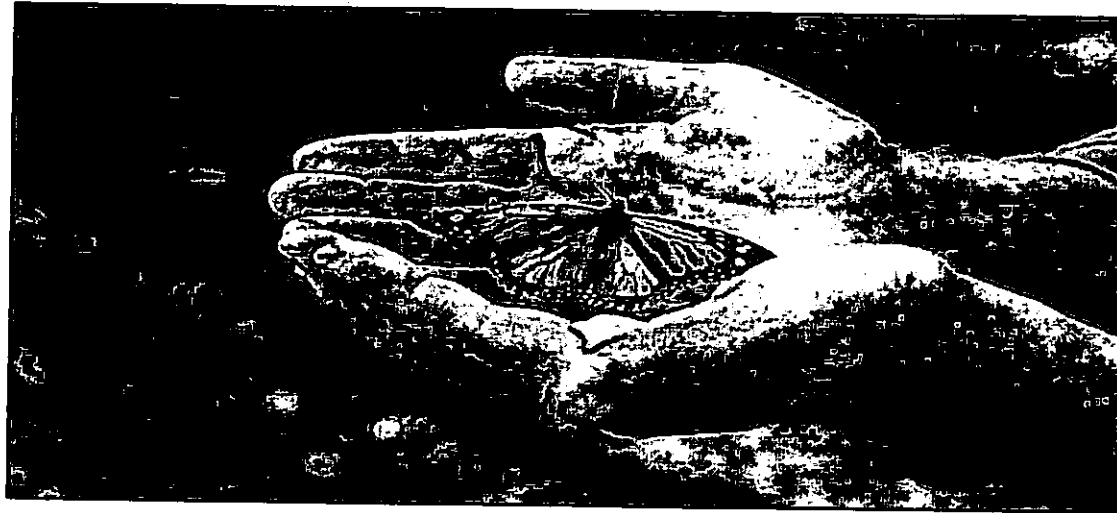
CANCELLATION

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

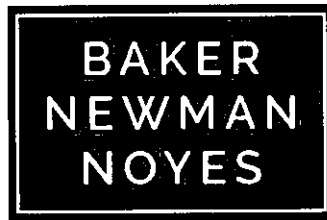
AUTHORIZED REPRESENTATIVE

James Hays/GSCHIC

Farnum Center Mission Statement:



“Helping individuals and families find their way to a life free of the effects of alcohol and drugs through comprehensive treatment and recovery services open to all “



Easter Seals New Hampshire, Inc. and Subsidiaries

**Consolidated Financial Statements and
Other Financial Information**

*Years Ended August 31, 2019 and 2018
With Independent Auditors' Report*

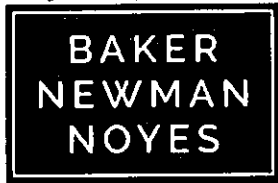
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2019 and 2018

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2019 and 2018, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended; and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 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.

Emphasis of Matter

As discussed in Note 2 to the consolidated financial statements, in 2019, Easter Seals NH adopted Financial Accounting Standards Board Accounting Standards Update 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*, and applied the guidance retrospectively to all periods presented. Our opinion is not modified with respect to this matter.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2019, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Easter Seals New Hampshire'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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 9, 2019

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 3,341,755	\$ 2,365,508
Short-term investments, at fair value	3,094,539	3,002,574
Program, and other accounts receivable, less contractual allowance of \$9,657,800 in 2019, and \$12,719,900 in 2018, and allowance for doubtful accounts of \$2,180,600 in 2019 and \$2,377,500 in 2018	11,408,200	11,083,589
Contributions receivable, less allowance for doubtful accounts of \$63,400 in 2019 and \$66,600 in 2018	499,216	495,957
Current portion of assets limited as to use	403,917	894,523
Prepaid expenses and other current assets	<u>522,436</u>	<u>431,780</u>
Total current assets	19,270,063	18,273,931
Assets limited as to use, net of current portion	1,807,587	1,660,727
Investments, at fair value	12,793,877	12,777,572
Beneficial interest in trust held by others and other assets	139,926	206,608
Fixed assets, net	<u>29,384,642</u>	<u>28,795,786</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Line of credit	\$ —	\$ 610,319
Accounts payable	2,655,352	2,722,563
Accrued expenses	6,400,152	5,334,857
Deferred revenue	383,288	704,650
Current portion of interest rate swap agreements	295,305	244,261
Current portion of long-term debt	<u>1,243,661</u>	<u>1,241,671</u>
Total current liabilities	10,977,758	10,858,321
Other liabilities	1,807,587	1,660,727
Interest rate swap agreements, less current portion	2,359,688	1,528,323
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>21,049,598</u>
Total liabilities	35,267,596	35,096,969
Net assets:		
Without donor restrictions	22,045,456	19,284,594
With donor restrictions	<u>6,083,043</u>	<u>7,333,061</u>
Total net assets	<u>28,128,499</u>	<u>26,617,655</u>
	<u>\$63,396,095</u>	<u>\$61,714,624</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 686,410	\$ 310,395	\$ 996,805
Special events, net of related direct costs of \$1,108,200	1,706,856	383,031	2,089,887
Annual campaigns, net of related direct costs of \$105,511	390,714	43,117	433,831
Bequests	391,990	-	391,990
Net assets released from restrictions	<u>2,015,084</u>	<u>(2,015,084)</u>	<u>-</u>
Total public support	5,191,054	(1,278,541)	3,912,513
Revenue:			
Fees and grants from governmental agencies and others, net	66,160,439	-	66,160,439
Other grants	25,376,374	-	25,376,374
Dividend and interest income	606,815	15,749	622,564
Rental income	32,170	-	32,170
Other	<u>212,238</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>92,388,036</u>	<u>15,749</u>	<u>92,403,785</u>
Total public support and revenue	97,579,090	(1,262,792)	96,316,298
Operating expenses:			
Program services:			
Public health education	252,472	-	252,472
Professional education	74,330	-	74,330
Direct services	<u>84,245,017</u>	<u>-</u>	<u>84,245,017</u>
Total program services	84,571,819	-	84,571,819
Supporting services:			
Management and general	9,047,284	-	9,047,284
Fundraising	<u>923,527</u>	<u>-</u>	<u>923,527</u>
Total supporting services	<u>9,970,811</u>	<u>-</u>	<u>9,970,811</u>
Total functional expenses	94,542,630	-	94,542,630
Support of National programs	<u>103,125</u>	<u>-</u>	<u>103,125</u>
Total operating expenses	<u>94,645,755</u>	<u>-</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,933,335	(1,262,792)	1,670,543

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swaps	\$ (882,409)	\$ —	\$ (882,409)
Net unrealized and realized gains (losses) on investments, net	(228,319)	17,047	(211,272)
Decrease in fair value of beneficial interest in trust held by others	—	(4,273)	(4,273)
Loss on sales and disposals of fixed assets	(119,135)	—	(119,135)
Contribution of assets from affiliation – see note 16	1,014,679	—	1,014,679
Other non-operating gains	<u>42,711</u>	<u>—</u>	<u>42,711</u>
	<u>(172,473)</u>	<u>12,774</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,760,862	(1,250,018)	1,510,844
Net assets at beginning of year	<u>19,284,594</u>	<u>7,333,061</u>	<u>26,617,655</u>
Net assets at end of year	<u>\$22,045,456</u>	<u>\$ 6,083,043</u>	<u>\$28,128,499</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 1,342,659	\$ 682,437	\$ 2,025,096
Special events, net of related direct costs of \$1,027,034	—	1,954,318	1,954,318
Annual campaigns, net of related direct costs of \$117,055	324,504	56,838	381,342
Bequests	138,000	—	138,000
Net assets released from restrictions	<u>3,157,024</u>	<u>(3,157,024)</u>	<u>—</u>
Total public support	4,962,187	(463,431)	4,498,756
Revenue:			
Fees and grants from governmental agencies and others, net	63,635,700	—	63,635,700
Other grants	22,473,591	—	22,473,591
Dividend and interest income	575,571	15,711	591,282
Rental income	27,050	—	27,050
Other	<u>122,688</u>	<u>—</u>	<u>122,688</u>
Total revenue	<u>86,834,600</u>	<u>15,711</u>	<u>86,850,311</u>
Total public support and revenue	91,796,787	(447,720)	91,349,067
Operating expenses:			
Program services:			
Public health education	254,896	—	254,896
Professional education	23,007	—	23,007
Direct services	<u>79,618,852</u>	<u>—</u>	<u>79,618,852</u>
Total program services	79,896,755	—	79,896,755
Supporting services:			
Management and general	8,566,845	—	8,566,845
Fundraising	<u>1,142,077</u>	<u>—</u>	<u>1,142,077</u>
Total supporting services	<u>9,708,922</u>	<u>—</u>	<u>9,708,922</u>
Total functional expenses	89,605,677	—	89,605,677
Support of National programs	<u>39,036</u>	<u>—</u>	<u>39,036</u>
Total operating expenses	<u>89,644,713</u>	<u>—</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,152,074	(447,720)	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2018

	Without Donor Restrictions	With Donor Restrictions	Total
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swaps	\$ 869,089	\$ -	\$ 869,089
Net unrealized and realized gains on investments, net	477,782	75,633	553,415
Increase in fair value of beneficial interest in trust held by others	-	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	(9,100)
Other non-operating losses	<u>(31,893)</u>	<u>(569)</u>	<u>(32,462)</u>
	<u>1,305,878</u>	<u>82,670</u>	<u>1,388,548</u>
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(365,050)	3,092,902
Loss from discontinued operations – see note 15	<u>(8,280)</u>	<u>-</u>	<u>(8,280)</u>
Total increase (decrease) in net assets	3,449,672	(365,050)	3,084,622
Net assets at beginning of year	<u>15,834,922</u>	<u>7,698,111</u>	<u>23,533,033</u>
Net assets at end of year	<u>\$19,284,594</u>	<u>\$ 7,333,061</u>	<u>\$26,617,655</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
Year Ended August 31, 2019

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2019	2018
Salaries and related expenses	\$156,831	\$ —	\$65,487,300	\$65,644,131	\$5,801,139	\$ 669,977	\$ 6,471,116	\$72,115,247	\$67,908,410
Professional fees	23,792	17,889	6,836,726	6,878,407	2,038,327	77,780	2,116,107	8,994,514	8,797,056
Supplies	2,609	—	2,372,246	2,374,855	52,264	28,509	80,773	2,455,628	2,417,883
Telephone	556	—	432,634	433,190	207,120	3,675	210,795	643,985	626,432
Postage and shipping	1,467	—	21,875	23,342	22,010	9,801	31,811	55,153	54,773
Occupancy	—	—	2,438,934	2,438,934	350,501	64,594	415,095	2,854,029	2,531,788
Outside printing, artwork and media	20,404	—	7,849	28,253	4,648	18,835	23,483	51,736	50,694
Travel	34	—	2,339,847	2,339,881	24,149	3,395	27,544	2,367,425	2,392,563
Conventions and meetings	21,344	56,441	169,957	247,742	67,148	25,277	92,425	340,167	258,677
Specific assistance to individuals	—	—	1,133,753	1,133,753	52	—	52	1,133,805	1,130,193
Dues and subscriptions	178	—	35,704	35,882	10,706	529	11,235	47,117	65,488
Minor equipment purchases and equipment rental	775	—	214,435	215,210	116,762	5,605	122,367	337,577	364,846
Ads, fees and miscellaneous	24,482	—	172,435	196,917	27,405	10,502	37,907	234,824	193,188
Interest	—	—	797,750	797,750	201,242	—	201,242	998,992	1,024,622
Depreciation and amortization	—	—	1,749,390	1,749,390	123,811	5,048	128,859	1,878,249	1,789,064
Miscellaneous business tax	—	—	34,182	34,182	—	—	—	34,182	—
	<u>\$252,472</u>	<u>\$74,330</u>	<u>\$84,245,017</u>	<u>\$84,571,819</u>	<u>\$9,047,284</u>	<u>\$ 923,527</u>	<u>\$ 9,970,811</u>	<u>\$94,542,630</u>	<u>\$89,605,677</u>
	0.27%	0.07%	89.11%	89.45%	9.57%	0.98%	10.55%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	Program Services ⁽¹⁾				Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2018
Salaries and related expenses	\$154,060	\$ —	\$61,302,135	\$61,456,195	\$5,657,065	\$ 795,150	\$6,452,215	\$67,908,410
Professional fees	24,294	—	6,839,875	6,864,169	1,753,842	179,045	1,932,887	8,797,056
Supplies	5,740	—	2,317,739	2,323,479	59,977	34,427	94,404	2,417,883
Telephone	322	—	407,755	408,077	214,817	3,538	218,355	626,432
Postage and shipping	4,155	—	21,036	25,191	20,934	8,648	29,582	54,773
Occupancy	—	—	2,143,852	2,143,852	326,771	61,165	387,936	2,531,788
Outside printing, artwork and media	13,131	—	16,639	29,770	3,206	17,718	20,924	50,694
Travel	377	—	2,364,814	2,365,191	21,669	5,703	27,372	2,392,563
Conventions and meetings	25,854	23,007	170,684	219,545	17,123	22,009	39,132	258,677
Specific assistance to individuals	—	—	1,121,594	1,121,594	8,599	—	8,599	1,130,193
Dues and subscriptions	—	—	18,734	18,734	43,834	2,920	46,754	65,488
Minor equipment purchases and equipment rental	835	—	266,961	267,796	93,482	3,568	97,050	364,846
Ads, fees and miscellaneous	26,128	—	125,526	151,654	37,253	4,281	41,534	193,188
Interest	—	—	829,763	829,763	194,859	—	194,859	1,024,622
Depreciation and amortization	—	—	1,671,745	1,671,745	113,414	3,905	117,319	1,789,064
	<u>\$254,896</u>	<u>\$23,007</u>	<u>\$79,618,852</u>	<u>\$79,896,755</u>	<u>\$8,566,845</u>	<u>\$1,142,077</u>	<u>\$9,708,922</u>	<u>\$89,605,677</u>
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%

⁽¹⁾ Excludes expenses related to discontinued operations – see note 15.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities:		
Increase in net assets	\$ 1,510,844	\$ 3,084,622
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,878,249	1,789,064
Bad debt provision	1,444,413	1,640,474
Bond issuance costs amortization	6,109	6,109
Decrease (increase) in fair value of beneficial interest in trust held by others	4,273	(7,606)
Net loss on sales and disposals of fixed assets	119,135	9,100
Change in fair value of interest rate swaps	882,409	(869,089)
Net unrealized and realized losses (gains) on investments, net	211,272	(553,415)
Donor restricted contributions	(310,395)	(682,437)
Contribution of assets from affiliation	(1,014,679)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	(1,620,411)	(3,417,878)
Contributions receivable	(3,259)	86,551
Prepaid expenses and other current assets	(90,656)	1,076
Other assets	62,409	259,908
Accounts payable and accrued expenses	839,088	866,572
Deferred revenue	(321,362)	(979,155)
Other liabilities	<u>146,860</u>	<u>242,867</u>
Net cash provided by operating activities	3,744,299	1,476,763
Cash flows from investing activities:		
Purchases of fixed assets	(1,583,861)	(2,145,609)
Proceeds from sale of fixed assets	28,503	-
Change in investments, net	(319,542)	(382,689)
Change in assets limited as to use	343,746	535,158
Cash acquired from assets of affiliation	<u>119,865</u>	<u>-</u>
Net cash used by investing activities	(1,411,289)	(1,993,140)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(1,279,595)	(2,029,914)
Proceeds from long-term debt	222,756	-
Borrowings on lines of credit	(610,319)	610,319
Donor restricted contributions	<u>310,395</u>	<u>682,437</u>
Net cash used by financing activities	<u>(1,356,763)</u>	<u>(737,158)</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2019 and 2018

	<u>2019</u>	<u>2018</u>
Increase (decrease) in cash and cash equivalents	\$ 976,247	\$(1,253,535)
Cash and cash equivalents, beginning of year	<u>2,365,508</u>	<u>3,619,043</u>
Cash and cash equivalents, end of year	<u>\$ 3,341,755</u>	<u>\$ 2,365,508</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,009,000</u>	<u>\$ 1,023,000</u>

Certain assets and liabilities were acquired and recorded at their estimated fair values on September 1, 2018 as a result of the affiliation described in note 16.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 15); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$3,094,539 and \$2,847,749 as of August 31, 2019 and 2018, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired at August 31, 2019 and 2018.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2019 and 2018 was \$6,109. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2019 and 2018 totaled \$1,444,413 and \$1,640,474 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2019 is due to a shift in payors for services provided. See also note 6.

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2019 and 2018 were \$9,657,800 and \$12,719,900, respectively. The total contractual adjustments provided in 2019 and 2018 totaled \$59,363,700 and \$50,711,300, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2019 is primarily due to a funding change that took place on January 1, 2019 resulting in the discontinuation of the New Hampshire Health Protection expansion funding (NHHPP). The increase in contractual adjustments in 2018 was primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$7,348,000 and \$8,642,000 for the years ended August 31, 2019 and 2018, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools (through the date of its dissolution) and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not for profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

As of August 31, 2019 and 2018, Easter Seals NH had recognized a liability of \$2,654,993 and \$1,772,584, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized a decrease in net assets of \$882,409 and an increase of \$869,089 for the years ended August 31, 2019 and 2018, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, the contribution of assets from affiliation (see note 16) and net realized and unrealized gains and losses on investments.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported total net assets.

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management continues to evaluate the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements. The adoption is not expected to have a material impact on Easter Seals NH's revenue recognition policies.

In February 2016, the FASB issued ASU No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Guidance was recently issued that extended the effective date for Easter Seals NH to September 1, 2021, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

2. Summary of Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). 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. Easter Seals NH implemented ASU 2016-14, as it is effective for Easter Seals NH for the year ended August 31, 2019, and has adjusted the presentation in these consolidated financial statements accordingly. The most significant effects relate to the change in net asset classification from unrestricted, temporarily restricted and permanently restricted to net assets with and without donor restrictions, as well as the addition of liquidity disclosures (see note 4). The ASU has been applied retrospectively to all periods presented, and had no impact on previously reported net assets.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019 as the resource provider and on September 1, 2020 as the resource recipient, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by generally accepted accounting principles (GAAP) that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. The amendments in this update are effective for Easter Seals NH beginning September 1, 2020. Early adoption is permitted for removal or modifications of disclosures upon issuance of this update and delayed adoption of the additional disclosures until their effective date. The adoption of this ASU is not expected to have a material effect on Easter Seals NH's consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 9, 2019, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2019 and 2018 are as follows:

	Original Donor Restricted Gift <u>Maintained in Perpetuity</u>	Accumulated Investment <u>Gains</u>	<u>Total</u>
2019			
Other initiatives	\$1,366,235	\$81,468	\$1,447,703
Operations	<u>3,622,108</u>	<u>—</u>	<u>3,622,108</u>
Total endowment net assets	<u>\$4,988,343</u>	<u>\$81,468</u>	<u>\$5,069,811</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2018</u>			
Other initiatives	\$1,298,621	\$65,826	\$1,364,447
Operations	<u>3,587,059</u>	<u>—</u>	<u>3,587,059</u>
Total endowment net assets	<u>\$4,885,680</u>	<u>\$65,826</u>	<u>\$4,951,506</u>

Changes in Endowment Net Assets

During the years ended August 31, 2019 and 2018, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2017 \$4,847,633

Investment return:

Investment income, net of fees	75,165
Net appreciation (realized and unrealized), net	25,632
Contributions	94,684
Appropriated for expenditure	<u>(91,608)</u>

Net endowment assets, August 31, 2018 4,951,506

Investment return:

Investment income, net of fees	15,815
Net appreciation (realized and unrealized), net	24,356
Contributions	102,663
Appropriated for expenditure	<u>(24,529)</u>

Net endowment assets, August 31, 2019 \$5,069,811

Net assets were released from donor restrictions as follows for the year ended August 31:

	<u>2019</u>	<u>2018</u>
Satisfaction of donor restrictions	\$1,990,555	\$3,065,416
Release of appropriated endowment funds	<u>24,529</u>	<u>91,608</u>
	<u>\$2,015,084</u>	<u>\$3,157,024</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2019 and 2018 are as follows:

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	Total Non- Endowment <u>Net Assets</u>
<u>2019</u>			
Other initiatives	\$ 2,495,506	\$ 388,205	\$ 2,883,711
Operations	<u>19,549,950</u>	<u>625,027</u>	<u>20,174,977</u>
Total non-endowment net assets	<u>\$22,045,456</u>	<u>\$1,013,232</u>	<u>\$23,058,688</u>
<u>2018</u>			
Other initiatives	\$ 1,097,111	\$ 1,421,217	\$ 2,518,328
Operations	<u>18,187,483</u>	<u>960,338</u>	<u>19,147,821</u>
Total non-endowment net assets	<u>\$19,284,594</u>	<u>\$2,381,555</u>	<u>\$21,666,149</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2019 or 2018.

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2019</u>	<u>2018</u>
Purpose restriction:		
Other initiatives	\$ 388,205	\$ 1,421,217
Operations	<u>455,482</u>	<u>772,086</u>
	843,687	2,193,303
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	5,059,193	4,970,964
Investments, gains and income from which is donor restricted	81,468	65,826
Beneficial interest in perpetual trust	<u>98,695</u>	<u>102,968</u>
	<u>5,239,356</u>	<u>5,139,758</u>
Total net assets with donor restrictions	<u>\$6,083,043</u>	<u>\$7,333,061</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

3. Classification of Net Assets (Continued)

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and that are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2019), comprise the following:

Cash and cash equivalents	\$ 3,341,755
Short-term investments, at fair value	3,094,539
Program and other accounts receivable, net	11,408,200
Contributions receivable, net	<u>499,216</u>
	18,343,710
Investments, at fair value	<u>12,793,877</u>
	31,137,587
Less: net assets with donor restrictions	<u>6,083,043</u>
	<u>\$25,054,544</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

4. Liquidity and Availability (Continued)

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. In addition, Easter Seals NH has board-designated assets without donor restrictions that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2019, the balance in board-designated assets was \$5,755,000.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2019 and 2018, approximately \$2,661,000 and \$2,277,000, respectively, of cash and cash equivalents, and approximately \$3,094,000 and \$3,003,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2019 and 2018 are \$540,447 and \$599,597, respectively, net of an allowance for doubtful accounts of \$63,400 and \$66,600, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2019:

2020	\$562,116
2021	31,500
2022	4,500
2023	1,731
2024	1,000
Thereafter	<u>3,000</u>
	<u>\$603,847</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

6. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual adjustments, discounts and any provision for bad debts. Substantially all such adjustments in 2019 and 2018 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual adjustments, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2019 and 2018 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Adjustments and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, net</u>
<u>2019</u>				
Private payors (includes coinsurance and deductibles)	\$18,733,885	\$(12,639,111)	\$ (737,393)	\$ 5,357,381
Medicaid	52,661,814	(43,942,859)	(237,497)	8,481,458
Medicare	65,163	(6,250)	(19,303)	39,610
Self-pay	<u>366,436</u>	<u>(262,987)</u>	<u>(26,020)</u>	<u>77,429</u>
	<u>\$71,827,298</u>	<u>\$(56,851,207)</u>	<u>\$(1,020,213)</u>	<u>\$13,955,878</u>
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$33,571,171	\$(20,973,855)	\$(1,057,046)	\$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	—	76,901
Self-pay	<u>275,991</u>	<u>(168,460)</u>	<u>(85,872)</u>	<u>21,659</u>
	<u>\$65,547,816</u>	<u>\$(49,138,616)</u>	<u>\$(1,290,974)</u>	<u>\$15,118,226</u>

7. Leases**Operating**

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,164,000 and \$1,016,000 for the years ended August 31, 2019 and 2018, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2019, through the remaining contractual term of the underlying lease agreements, are as follows:

2020	\$824,691
2021	527,374
2022	432,041
2023	217,498
2024	121,937
Thereafter	4,153

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

7. Leases (Continued)**Capital**

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the year ended August 31, 2018 was \$20,995. The assets were fully amortized as of August 31, 2018. Amortization expense related to the above capital lease was a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 was insignificant.

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2019</u>	<u>2018</u>
Buildings	\$ 31,857,044	\$ 30,906,387
Land and land improvements	4,248,474	3,331,184
Leasehold improvements	130,368	140,442
Office equipment and furniture	10,288,273	9,380,281
Vehicles	2,543,706	2,641,876
Construction in progress	<u>17,738</u>	<u>177,686</u>
	49,085,603	46,577,856
Less accumulated depreciation and amortization	<u>(19,700,961)</u>	<u>(17,782,070)</u>
	<u>\$ 29,384,642</u>	<u>\$ 28,795,786</u>

Depreciation and amortization expense related to fixed assets totaled \$1,878,249 and \$1,789,064 in 2019 and 2018, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH was required to continue to use the building as a child care center. Had Easter Seals NH ceased to operate the program, or sold or donated the property, Easter Seals NH would have had to provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building was recorded as deferred revenue until December 2017 when the terms of the donation were met and Easter Seals NH recognized the remaining balance of \$937,292 in unrestricted contributions in 2018.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 819,529	\$ 1,200,834
Marketable equity securities	1,663,432	1,716,059
Mutual funds	14,367,258	14,084,488
Corporate and foreign bonds	574,444	873,487
Government and agency securities	<u>675,257</u>	<u>460,528</u>
	18,099,920	18,335,396
Less: assets limited as to use	<u>(2,211,504)</u>	<u>(2,555,250)</u>
Total investments, at fair value	<u>\$15,888,416</u>	<u>\$15,780,146</u>

The composition of assets limited as to use at August 31, 2019 and 2018 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2019</u>	<u>2018</u>
Under a deferred compensation plan (see note 10):		
Investments	\$1,807,587	\$1,660,727
Maintained in escrow to make required payments		
on revenue bonds (see note 11):		
Cash and cash equivalents	<u>403,917</u>	<u>894,523</u>
Total assets limited as to use	<u>\$2,211,504</u>	<u>\$2,555,250</u>

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$515,000 and \$579,000 for the years ended August 31, 2019 and 2018, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$108,000 and \$99,500 to this plan during the years ended August 31, 2019 and 2018, respectively. The assets and liabilities associated with this plan were \$1,807,587 and \$1,660,727 at August 31, 2019 and 2018, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2019</u>	<u>2018</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (3.04% at August 31, 2019), due in annual principal payments increasing from \$40,417 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$11,724,996	\$12,226,664
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$15,810 to \$21,180 with a final payment of \$5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,141,109	7,724,289
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$113 to \$1,069 payable monthly through dates ranging from September 2019 through June 2024, secured by vehicles with a net book value of \$325,812 at August 31, 2019.	292,309	179,929
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,877,003 at August 31, 2019.	2,213,156	2,285,333
Note payable (through affiliation described in note 16) to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of \$947,249 at August 31, 2019.	<u>113,490</u>	<u>—</u>
	21,485,060	22,416,215
Less current portion	1,243,661	1,241,671
Less net unamortized bond issuance costs	<u>118,836</u>	<u>124,946</u>
	<u>\$20,122,563</u>	<u>\$21,049,598</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2020	\$ 1,243,661
2021	938,993
2022	935,503
2023	974,536
2024	987,957
Thereafter	<u>16,404,410</u>
	<u>\$21,485,060</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. All outstanding balances were paid off in 2019. Amounts outstanding included in long-term debt at August 31, 2018 were three notes payable totaling \$7,185.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-three notes payable totaling \$292,309 and twenty-four notes payable totaling \$172,744 at August 31, 2019 and 2018, respectively that originated under this agreement. Availability under this agreement at August 31, 2019 and 2018 is \$207,691 and \$327,256, respectively.

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was amended in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90% (4.03% at August 31, 2019). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2019, and \$610,319 was outstanding at August 31, 2018.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. Borrowings (Continued)

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Notes Payable

The Homemakers Health Services, Inc. (the Organization), see note 16, and the City of Rochester, New Hampshire obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2017. Effective September 1, 2018, Easter Seals NH has assumed responsibility of this agreement. See note 16.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$11,724,996 and \$12,226,664 at August 31, 2019 and 2018, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

The fair value of the above interest rate swap agreement totaled \$2,654,993 and \$1,772,584 at August 31, 2019 and 2018, respectively, \$295,305 and \$244,261 of which was current at August 31, 2019 and 2018, respectively. During the years ended August 31, 2019 and 2018, net payments required by the agreement totaled \$250,321 and \$323,938, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

11. **Borrowings (Continued)**

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2019, Easter Seals New Hampshire, Inc. was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. **Donated Services**

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. **Related Party Transactions**

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$103,125 and \$39,036 for the years ended August 31, 2019 and 2018, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. **Fair Value of Financial Instruments**

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2019 and 2018.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

At August 31, 2019 and 2018, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2019				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 819,529	\$ -	\$ -	\$ 819,529
Marketable equity securities:				
Large-cap	1,176,478	-	-	1,176,478
International	486,954	-	-	486,954
Mutual funds, open-ended:				
Short-term fixed income	4,519,233	-	-	4,519,233
Intermediate-term bond fund	1,390,096	-	-	1,390,096
High yield bond fund	93,530	-	-	93,530
Foreign bond	34,567	-	-	34,567
Government securities	386,222	-	-	386,222
Emerging markets bond	138,203	-	-	138,203
International equities	1,093,081	-	-	1,093,081
Domestic, large-cap	1,042,116	-	-	1,042,116
Domestic, small-cap	159,064	-	-	159,064
Domestic, multi alt	724,756	-	-	724,756
Real estate fund	194,694	-	-	194,694
Mutual funds, closed-ended:				
Domestic, large-cap	3,636,935	-	-	3,636,935
Domestic, mid-cap	493,194	-	-	493,194
Domestic, small-cap	461,567	-	-	461,567
Corporate and foreign bonds	-	574,444	-	574,444
Government and agency securities	-	675,257	-	675,257
	<u>\$16,850,219</u>	<u>\$1,249,701</u>	<u>\$ -</u>	<u>\$18,099,920</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 6,300	\$ -	\$ -	\$ 6,300
Marketable equity securities:				
Large-cap	70,450	-	-	70,450
Mutual funds:				
Domestic fixed income	-	21,945	-	21,945
	<u>\$ 76,750</u>	<u>\$ 21,945</u>	<u>\$ -</u>	<u>\$ 98,695</u>
Liabilities:				
Interest rate swap agreement	\$ -	\$ -	\$2,654,993	\$ 2,654,993

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2018</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,200,834	\$ -	\$ -	\$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	-	-	1,182,262
International	533,797	-	-	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	-	-	4,387,471
Intermediate-term bond fund	1,037,110	-	-	1,037,110
High yield bond fund	81,169	-	-	81,169
Foreign bond	30,620	-	-	30,620
Government securities	377,563	-	-	377,563
Emerging markets bond	56,094	-	-	56,094
International equities	1,091,145	-	-	1,091,145
Domestic, large-cap	1,113,968	-	-	1,113,968
Domestic, small-cap	269,615	-	-	269,615
Domestic, multi alt	736,276	-	-	736,276
Real estate fund	197,057	-	-	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	-	-	3,172,644
Domestic, mid-cap	588,528	-	-	588,528
Domestic, small-cap	428,019	-	-	428,019
International equity	517,209	-	-	517,209
Corporate and foreign bonds	-	873,487	-	873,487
Government and agency securities	-	460,528	-	460,528
	<u>\$17,001,381</u>	<u>\$1,334,015</u>	<u>\$ -</u>	<u>\$18,335,396</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,096	\$ -	\$ -	\$ 7,096
Marketable equity securities:				
Large-cap	71,948	-	-	71,948
Mutual funds:				
Domestic fixed income	-	23,924	-	23,924
	<u>\$ 79,044</u>	<u>\$ 23,924</u>	<u>\$ -</u>	<u>\$ 102,968</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$1,772,584</u>	<u>\$ 1,772,584</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2019 and 2018:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2017	\$ (2,641,673)
Unrealized gain, net	<u>869,089</u>
Ending balance, August 31, 2018	(1,772,584)
Unrealized loss, net	<u>(882,409)</u>
Ending balance, August 31, 2019	<u>\$ (2,654,993)</u>

15. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation. There are no programs or entities that are reported as discontinued operations in 2019. The accompanying 2018 consolidated statement of activities included a loss from discontinued operations of \$568 for Harbor Schools, and losses from various other discontinued operations totaling \$7,712.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2019 and 2018

16. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization was dissolved and is a program of Easter Seals NH. The Organization had total net operating revenue of approximately \$289,000 (unaudited) for the two months ended August 31, 2018, and \$2,330,000 for the year ended June 30, 2018. The financial position of the Organization recorded at fair value upon affiliation as of September 1, 2018, was as follows:

Assets:	
Cash and cash equivalents	\$ 119,865
Other current assets	148,613
Fixed assets, net	<u>1,030,882</u>
Total assets	<u>\$1,299,360</u>
Liabilities:	
Accounts payable	\$ 51,250
Accrued expenses and other liabilities	107,746
Debt	<u>125,685</u>
Total liabilities	284,681
Net assets:	
Unrestricted net assets	<u>1,014,679</u>
Total liabilities and net assets	<u>\$1,299,360</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2019

ASSETS

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Current assets:					
Cash and cash equivalents	\$ 3,305,116	\$ 16,962	\$ 19,677	\$ —	\$ 3,341,755
Short-term investments, at fair value	3,094,539	—	—	—	3,094,539
Accounts receivable from affiliates	3,595,504	370,426	—	(3,965,930)	—
Program and other accounts receivable, net	10,118,637	1,192,292	97,271	—	11,408,200
Contributions receivable, net	494,589	1,373	3,254	—	499,216
Current portion of assets limited as to use	403,917	—	—	—	403,917
Prepaid expenses and other current assets	<u>479,159</u>	<u>11,496</u>	<u>31,781</u>	<u>—</u>	<u>522,436</u>
Total current assets	21,491,461	1,592,549	151,983	(3,965,930)	19,270,063
Assets limited as to use, net of current portion	1,783,033	24,554	—	—	1,807,587
Investments, at fair value	12,793,877	—	—	—	12,793,877
Beneficial interest in trust held by others and other assets	139,926	—	—	—	139,926
Fixed assets, net	<u>29,266,492</u>	<u>111,550</u>	<u>6,600</u>	<u>—</u>	<u>29,384,642</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$ 158,583</u>	<u>\$ (3,965,930)</u>	<u>\$63,396,095</u>

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Current liabilities:					
Accounts payable	\$ 2,626,880	\$ 26,036	\$ 2,436	\$ -	\$ 2,655,352
Accrued expenses	6,380,059	8,764	11,329	-	6,400,152
Accounts payable to affiliates	-	-	3,965,930	(3,965,930)	-
Deferred revenue	370,338	6,010	6,940	-	383,288
Current portion of interest rate swap agreements	295,305	-	-	-	295,305
Current portion of long-term debt	<u>1,243,661</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,243,661</u>
Total current liabilities	10,916,243	40,810	3,986,635	(3,965,930)	10,977,758
Other liabilities	1,783,033	24,554	-	-	1,807,587
Interest rate swap agreements, less current portion	2,359,688	-	-	-	2,359,688
Long-term debt, less current portion, net	<u>20,122,563</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,122,563</u>
Total liabilities	35,181,527	65,364	3,986,635	(3,965,930)	35,267,596
Net assets (deficit):					
Without donor restrictions	24,240,352	1,631,656	(3,826,552)	-	22,045,456
With donor restrictions	<u>6,052,910</u>	<u>31,633</u>	<u>(1,500)</u>	<u>-</u>	<u>6,083,043</u>
Total net assets (deficit)	<u>30,293,262</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>-</u>	<u>28,128,499</u>
	<u>\$65,474,789</u>	<u>\$1,728,653</u>	<u>\$-158,583</u>	<u>\$ (3,965,930)</u>	<u>\$63,396,095</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 2,327,419	\$ 29,169	\$ 8,920	\$ -	\$ -	\$ 2,365,508
Short-term investments, at fair value	3,002,574	-	-	-	-	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	-	-	(3,785,768)	-
Program and other accounts receivable, net	10,427,498	566,808	89,283	-	-	11,083,589
Contributions receivable, net	492,283	1,020	2,654	-	-	495,957
Current portion of assets limited as to use	894,523	-	-	-	-	894,523
Prepaid expenses and other current assets	<u>389,913</u>	<u>13,440</u>	<u>28,427</u>	<u>-</u>	<u>-</u>	<u>431,780</u>
Total current assets	19,869,415	2,061,000	129,284	-	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	-	-	-	1,660,727
Investments, at fair value	12,777,572	-	-	-	-	12,777,572
Beneficial interest in trust held by others and other assets	206,608	-	-	-	-	206,608
Fixed assets, net	<u>28,725,627</u>	<u>51,923</u>	<u>18,236</u>	<u>-</u>	<u>-</u>	<u>28,795,786</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$ (3,785,768)</u>	<u>\$61,714,624</u>

LIABILITIES AND NET ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Line of credit	\$ 610,319	\$ -	\$ -	\$ -	\$ -	\$ 610,319
Accounts payable	2,709,560	12,816	187	-	-	2,722,563
Accrued expenses	5,295,718	8,054	31,085	-	-	5,334,857
Accounts payable to affiliates	-	-	3,785,768	-	(3,785,768)	-
Deferred revenue	685,999	11,540	7,111	-	-	704,650
Current portion of interest rate swap agreements	244,261	-	-	-	-	244,261
Current portion of long-term debt	<u>1,241,671</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,241,671</u>
Total current liabilities	10,787,528	32,410	3,824,151	-	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	-	-	-	1,660,727
Interest rate swap agreements, less current portion	1,528,323	-	-	-	-	1,528,323
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,049,598</u>
Total liabilities	35,006,786	51,800	3,824,151	-	(3,785,768)	35,096,969
Net assets (deficit):						
Without donor restrictions	20,883,776	2,075,949	(3,675,131)	-	-	19,284,594
With donor restrictions	<u>7,329,997</u>	<u>4,564</u>	<u>(1,500)</u>	<u>-</u>	<u>-</u>	<u>7,333,061</u>
Total net assets (deficit)	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>-</u>	<u>-</u>	<u>26,617,655</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$ (3,785,768)</u>	<u>\$61,714,624</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2019

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:					
Public support:					
Contributions, net	\$ 910,465	\$ 19,996	\$ 66,344	\$ -	\$ 996,805
Special events, net	1,998,632	88,917	2,338	-	2,089,887
Annual campaigns, net	422,964	3,803	7,064	-	433,831
Bequests	<u>391,990</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>391,990</u>
Total public support	3,724,051	112,716	75,746	-	3,912,513
Revenue:					
Fees and grants from governmental agencies and others, net	58,874,158	6,854,565	431,856	(140)	66,160,439
Other grants	24,785,404	293,891	297,079	-	25,376,374
Dividend and interest income	622,562	2	-	-	622,564
Rental income	32,170	-	-	-	32,170
Intercompany revenue	796,921	-	-	(796,921)	-
Other	<u>200,793</u>	<u>11,445</u>	<u>-</u>	<u>-</u>	<u>212,238</u>
Total revenue	<u>85,312,008</u>	<u>7,159,903</u>	<u>728,935</u>	<u>(797,061)</u>	<u>92,403,785</u>
Total public support and revenue	89,036,059	7,272,619	804,681	(797,061)	96,316,298
Operating expenses:					
Program services:					
Public health education	243,810	7,280	1,382	-	252,472
Professional education	74,330	-	-	-	74,330
Direct services	<u>76,571,433</u>	<u>6,939,921</u>	<u>761,937</u>	<u>(28,274)</u>	<u>84,245,017</u>
Total program services	76,889,573	6,947,201	763,319	(28,274)	84,571,819

	* New Hampshire	Vermont	Maine	Elimin- ations	Total
Supporting services:					
Management and general	\$ 9,015,278	\$ 705,476	\$ 95,317	\$(768,787)	\$ 9,047,284
Fundraising	<u>791,631</u>	<u>38,366</u>	<u>93,530</u>	<u>—</u>	<u>923,527</u>
Total supporting services	<u>9,806,909</u>	<u>743,842</u>	<u>188,847</u>	<u>(768,787)</u>	<u>9,970,811</u>
Total functional expenses	86,696,482	7,691,043	952,166	(797,061)	94,542,630
Support of National programs	<u>103,125</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>103,125</u>
Total operating expenses	<u>86,799,607</u>	<u>7,691,043</u>	<u>952,166</u>	<u>(797,061)</u>	<u>94,645,755</u>
Increase (decrease) in net assets from operations	2,236,452	(418,424)	(147,485)	—	1,670,543
Other non-operating expenses, gains and losses:					
Change in fair value of interest rate swaps	(882,409)	—	—	—	(882,409)
Net unrealized and realized losses on investments, net	(211,272)	—	—	—	(211,272)
Decrease in fair value of beneficial interest in trust held by others	(4,273)	—	—	—	(4,273)
Gain (loss) on sales and disposals of fixed assets	(116,399)	1,200	(3,936)	—	(119,135)
Contribution of assets from affiliation	1,014,679	—	—	—	1,014,679
Other non-operating gains	<u>42,711</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>42,711</u>
	<u>(156,963)</u>	<u>1,200</u>	<u>(3,936)</u>	<u>—</u>	<u>(159,699)</u>
Total increase (decrease) in net assets	2,079,489	(417,224)	(151,421)	—	1,510,844
Net assets (deficit) at beginning of year	<u>28,213,773</u>	<u>2,080,513</u>	<u>(3,676,631)</u>	<u>—</u>	<u>26,617,655</u>
Net assets (deficit) at end of year	<u>\$30,293,262</u>	<u>\$1,663,289</u>	<u>\$(3,828,052)</u>	<u>\$ —</u>	<u>\$28,128,499</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,913,486	\$ 28,113	\$ 83,497	\$ -	\$ -	\$ 2,025,096
Special events, net	1,898,837	394	55,087	-	-	1,954,318
Annual campaigns, net	371,433	4,761	5,148	-	-	381,342
Bequests	<u>138,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,000</u>
Total public support	4,321,756	33,268	143,732	-	-	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	-	-	63,635,700
Other grants	21,165,950	1,060,871	246,770	-	-	22,473,591
Dividend and interest income	591,280	2	-	-	-	591,282
Rental income	27,050	-	-	-	-	27,050
Intercompany revenue	741,597	-	-	-	(741,597)	-
Other	<u>110,189</u>	<u>12,475</u>	<u>24</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>80,718,201</u>	<u>6,334,689</u>	<u>539,018</u>	<u>-</u>	<u>(741,597)</u>	<u>86,850,311</u>
Total public support and revenue	85,039,957	6,367,957	682,750	-	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	-	-	254,896
Professional education	23,007	-	-	-	-	23,007
Direct services	<u>72,888,726</u>	<u>6,001,327</u>	<u>761,733</u>	<u>-</u>	<u>(32,934)</u>	<u>79,618,852</u>
Total program services	73,158,411	6,008,426	762,852	-	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:						
Management and general	\$ 8,536,262	\$ 614,425	\$ 124,821	\$ -	\$(708,663)	\$ 8,566,845
Fundraising	<u>869,629</u>	<u>73,295</u>	<u>199,153</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,405,891</u>	<u>687,720</u>	<u>323,974</u>	<u>-</u>	<u>(708,663)</u>	<u>9,708,922</u>
Total functional expenses	82,564,302	6,696,146	1,086,826	-	(741,597)	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>82,603,338</u>	<u>6,696,146</u>	<u>1,086,826</u>	<u>-</u>	<u>(741,597)</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	-	-	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	-	-	-	-	869,089
Net unrealized and realized gains on investments, net	553,415	-	-	-	-	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	-	-	-	-	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	-	-	(9,100)
Other non-operating expenses	<u>(32,462)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(32,462)</u>
	1,388,548	-	-	-	-	1,388,548
Loss from discontinued operations	<u>-</u>	<u>-</u>	<u>(7,712)</u>	<u>(568)</u>	<u>-</u>	<u>(8,280)</u>
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	-	3,084,622
Dissolution of an affiliate	<u>201,218</u>	<u>-</u>	<u>-</u>	<u>(201,218)</u>	<u>-</u>	<u>-</u>
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	-	3,084,622
Net assets (deficit) at beginning of year	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
Net assets (deficit) at end of year	<u>\$28,213,773</u>	<u>\$2,080,513</u>	<u>\$(3,676,631)</u>	<u>\$-</u>	<u>\$-</u>	<u>\$26,617,655</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2019

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$65,435,133	\$6,093,712	\$586,402	\$ -	\$72,115,247
Professional fees	8,882,815	787,372	121,247	(796,920)	8,994,514
Supplies	2,408,019	44,005	3,604	-	2,455,628
Telephone	577,341	53,983	12,661	-	643,985
Postage and shipping	52,613	1,911	629	-	55,153
Occupancy	2,537,013	250,741	66,275	-	2,854,029
Outside printing, artwork and media	47,553	1,070	3,113	-	51,736
Travel	2,012,248	327,336	27,841	-	2,367,425
Conventions and meetings	307,951	30,527	1,689	-	340,167
Specific assistance to individuals	984,177	33,265	116,504	(141)	1,133,805
Dues and subscriptions	46,477	-	640	-	47,117
Minor equipment purchases and equipment rental	325,296	11,437	844	-	337,577
Ads, fees and miscellaneous	215,496	18,051	1,277	-	234,824
Interest	998,992	-	-	-	998,992
Depreciation and amortization	1,833,006	37,542	7,701	-	1,878,249
Miscellaneous business tax	<u>32,352</u>	<u>91</u>	<u>1,739</u>	<u>-</u>	<u>34,182</u>
	<u>\$86,696,482</u>	<u>\$7,691,043</u>	<u>\$952,166</u>	<u>\$(797,061)</u>	<u>\$94,542,630</u>

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Salaries and related expenses	\$61,838,983	\$5,345,519	\$ 723,908	\$ -	\$ -	\$67,908,410
Professional fees	8,697,979	669,966	170,708	-	(741,597)	8,797,056
Supplies	2,372,988	33,136	11,759	-	-	2,417,883
Telephone	575,097	35,251	16,084	-	-	626,432
Postage and shipping	52,292	1,689	792	-	-	54,773
Occupancy	2,297,757	170,645	63,386	-	-	2,531,788
Outside printing, artwork and media	42,146	4,051	4,497	-	-	50,694
Travel	2,061,630	306,760	24,173	-	-	2,392,563
Conventions and meetings	239,712	15,397	3,568	-	-	258,677
Specific assistance to individuals	1,053,536	41,070	35,587	-	-	1,130,193
Dues and subscriptions	64,350	-	1,138	-	-	65,488
Minor equipment purchases and equipment rental	348,425	14,929	1,492	-	-	364,846
Ads, fees and miscellaneous	146,008	22,997	24,183	-	-	193,188
Interest	1,024,622	-	-	-	-	1,024,622
Depreciation and amortization	<u>1,748,777</u>	<u>34,736</u>	<u>5,551</u>	<u>-</u>	<u>-</u>	<u>1,789,064</u>
	<u>\$82,564,302</u>	<u>\$6,696,146</u>	<u>\$1,086,826</u>	<u>\$ -</u>	<u>\$(741,597)</u>	<u>\$89,605,677</u>

* Includes Manchester Alcoholism Rehabilitation Center.



2020 Board of Directors

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Rob Wieczorek

Annette Escalante, MSW, MLADC

Undergraduate Degree: Springfield College, BA

Major: Human Services

Graduate Degree: University of New Hampshire, MSW

Major: Social Work

Master Licensed Alcohol Drug Counselor (MLADC) #599

State of New Hampshire

Languages: Bilingual/Bicultural English/Spanish (Verbal and Written)

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Community Interest

Manchester Cultural Diversity Task Force	2004-2008
Latinos Unidos of NH Advisory Board	2005-2009
Friends of Recovery-NH	2009-2012
NH Providers Association-President	2009-2015
NH Alcohol & Drug Abuse Counselors Association	2012-2017
NH Board for Licensing Alcohol & Drug Abuse Counselors	2016-2018
NH Drug Overdose Fatality Review Committee	2016-2017
Executive Director of the Governor's Commission on Alcohol and Other Drugs	2017-current

10/17-current

NH Department of Health and Human Services

Bureau of Drug Alcohol Services

Director

- Direct Bureau activities and staff responsible for program planning, implementation and evaluation; policy and systems development and changes; and administrative, financial, business and personnel management.
- Direct the implementation, integration, and coordination of all Bureau programs and activities, initiatives, and contracted services, ensuring compliance with agency and federal requirements.
- Provide leadership in planning and promoting the operations and goals of the Department's substance use services, including strong communication skills and the ability to work effectively with the media.
- Provide subject matter expertise on substance use disorder and substance use services in various cross discipline initiatives.

- Advise Division Director and Department leadership on substance use disorder and substance use services policy and programing.
- Testify before the state legislature, public and legislative hearings, and advisory and oversight committees to educate and promote understanding of Bureau programs, goals, and mandates; affect public policy decisions; and provide information as requested.
- Serve as Executive Director of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. Work with the Commission's chair to set goals and objectives and works collaboratively with the membership to ensure implementation of the goals and objectives, including oversight of the commission's funding.
- Serve on the DHHS Division of Behavioral Health Management Team to work collaboratively with other Team members in the integration of behavioral health services as well as promoting the full continuum of care.
- Participate in state, regional and national efforts to address substance use and misuse by NH residents.

7/09-10/17

Greater Nashua Council on Alcoholism/Keystone Hall

Nashua, NH

Vice President

- Responsible for the leadership, direction, and oversight of the agency.
- Develop and implement mission, goals and objectives of Keystone Hall programs.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the agency.
- Responsible for the full continuum of services including residential services, inpatient and outpatient services, federal and state grants.
- Establish, implement and monitor standards of care as defined by governing state and federal agencies including but not limited to licensing requirements.
- Coordinate and maximize services delivery within the program and across the agency.
- Insure timely submission of all required reports under all contract and grants.
- Establish and achieve programmatic financial goals and objectives for all programs.
- Recruit, hire and evaluate direct report positions.
- Identify and develop opportunities for program growth and development.
- Attend meetings and maintain funding and relationships with community partners.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09

New Hampshire Department of Corrections

Concord, NH

Administrator of Women Offenders and Family Services (Promotion)

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.

- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy and the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Supervision of staff working with female offenders.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2008 to 2012: Adjunct Professor Springfield College

In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate courses.
- Courses include Family Therapy, Cultural Diversity, Addiction Studies, Addiction and Social Policy, Mental Health Practicum, Grant Writing and Career Development.

2012-present: Adjunct Professor University of New Hampshire

In this per diem position, my responsibilities include:

- Teaching Social Welfare Policy courses in the social work department.

2016-2017: Adjunct Professor Manchester Community College

In this per diem position, my responsibilities include:

- Teaching undergraduate courses in the psychology department.

2018-present: Adjunct Professor Granite State College

In this per diem position, my responsibilities include:

- Teaching online undergraduate courses.
- Courses include Introduction to Psychology

9/2005-11/2007

New Hampshire Department of Corrections
Goffstown, NH

Correctional Counselor/Case Manager-Changed to Program Coordinator

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

5/2004-9/2005

City of Manchester/Office of Youth Services
Manchester, NH

Social Worker/Youth Counselor

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provided translation for Spanish speaking clients.

6/2000-5/2004

New Hampshire Housing Finance Authority
Bedford, NH

Program Monitor

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provided translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000

New Hampshire Department of Corrections
Laconia, NH

Correctional Counselor/Case Manager

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.

- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999

New Hampshire AIDS Foundation

Manchester, NH

Outreach Program Coordinator

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997

City of Manchester Office of Youth Services

Manchester, NH

Youth Outreach Counselor

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996

Providence Hospital

Holyoke, MA

Substance Abuse Counselor/Detoxification Unit

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients in detox.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.

- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

2/1990-6/1994

YWCA

Springfield, MA

Counselor Advocate

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four-hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data, demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

References available upon request.

Elin Treanor
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

Elin Treanor
work history cont'd

1982 – 1984	Easter Seal Society of NH, Inc., Manchester, NH <u>Chief Accountant</u> Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
1981 – 1982	Easter Seal Society of NH, Inc., Manchester, NH <u>Accountant</u> Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
1980 – 1981	Easter Seal Society of NH, Inc., Manchester, NH <u>Internal Auditor</u> Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
1974 – 1980	Marshalls, Peabody, MA <u>Senior Clerk</u> Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989	New Hampshire College, Hooksett, NH <u>Masters in Business Administration</u>
1980	Bentley College, Waltham, MA <u>Bachelor of Science, Accounting Major</u>
1977	North Shore Community College, Beverly, MA <u>Associates Degree, Accounting Major</u>

JOSEPH T. EMMONS

Easterseals NH • 555 Auburn Street • Manchester, NH 03103 • (603) 621.3570 • jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm

College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

NANCY L. ROLLINS, M.S.W.
EASTERSEALS NH, VT, ME and FARNUM
555 Auburn Street, Manchester, NH 03103
OFFICE PHONE : (603)621-3507 CELL: (603)490-0227
nrollins@eastersealsnh.org

EXPERIENCE

Easterseals, NH, VT, ME and Farnum
555 Auburn Street
Manchester, NH 03103

Chief Operating Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provide intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three states, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seek growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team, reporting directly to the President/ Chief Executive Officer.

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team, reporting directly to the President/ Chief Executive Officer.

**State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301**

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at -risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301**

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301**

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth

and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated-residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 - February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks.

Provided in-service training workshops to local schools and community agencies. Developed and implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House

Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut

School of Social Work

West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College

Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty

January 2001 - Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty

May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee

December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty

September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

New Hampshire Medicaid Medical Care Advisory Committee January 2018 – Present

Oversight Commission on Children's Services (RSA 170-G:19, HB517, Laws of 2017 , appointed by Senate President Chuck Morse, July 6, 2017 to Present

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 – Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families*

For the 21st Century this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010- August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013

NASMHPD representative to the Children's Mental Health Subcommittee

Chair, NASMHPD President's Task Force on Returning Veteran's

Board Member Member-at-Large 2011-2013

Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present

NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013

NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.

NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association

SMHRCY Representative to Children's Mental Health Subcommittee and

NAPCWA Executive Committee, 1991 - 1994

NH State Child Welfare Representative, 1995- Present

NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004

NAPCWA State Representative to the APHSA -sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005

NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors

Judge Baker Children's Center, Boston, Mass.

Committee Member, 1995 – January 2006

Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003

25 Walker Street

Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire

School of Health and Human Services

Department of Social Work

Community Advisory Board Member

September 1998 – September 2002

National Technical Assistance Center for Children's Mental Health 1995 - 1998

Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 - 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 - 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present Second Term
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014- Present

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing
leadership while at the Department of Health and Human Services for developing services,

supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 - Present Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO

1991 - 2019 Families in Transition - New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)

1987 - 1991 State of New Hampshire, Division for Children and Youth
Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building

Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families In Transition

January 2018 – Present 2019

President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018

Receiver of Serenity Place

Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017

President & Founder

Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

Community Service

• NH Charitable Foundation – Member Board of Directors Current

• NH Interagency Council to End Homelessness – Past Chairperson Board of Directors 2015

• Leadership New Hampshire 2010

• Housing Action New Hampshire – Past Council Member 2009

• Greater Manchester Chamber of Commerce – Past Member Board of Directors 2009

Awards and Honors

• Greater Manchester Chamber of Commerce's Citizen of the Year 2018

• Southern New Hampshire University Rieffler Award 2018

• University of New Hampshire Granite State Award 2018

• Business NH Magazine's Nonprofit of the Year 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs: one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing – Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers, and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

New Hampshire Business Review's Outstanding Women in Business, 2011

Key to the City of Manchester by Mayor Robert Baines, 2005

National Association of Social Workers Citizen of the Year, 2005

NH Business Review's Business Excellence Award, 2004

Walter J. Dunfee Award for Excellence in Management Organizational Award, 2004

NH Commission on the Status of Women Women's Recognition Award, 2003

New Hampshire Housing Finance Authority Best Practices in Housing Development, 2003

In organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services.

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$300,000	0%	0%
Elin Treanor	CFO	\$229,154	0%	0%
Joseph Emmons	CDO	\$129,780	0%	0%
Tina Sharby	CHRO	\$160,650	0%	0%
Nancy Rollins	COO	\$148,500	0%	0%
Annette Escalante	Executive SVP Farnum	\$135,000	0%	0%

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-11)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name South Eastern New Hampshire Alcohol and Drug Abuse Services		1.4 Contractor Address 272 County Farm Rd. Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-8170	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$1,097,883
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: <i>Denise M. Elwart</i> 2FE58E00C0304E... Date: 11/18/2020		1.12 Name and Title of Contractor Signatory Denise M. Elwart Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> ED9D05004C03442... Date: 11/19/2020		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: <i>[Signature]</i> On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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CONTRACT IDENTIFICATION DETAILS

1. Account Numbers for Form P-37, General Provisions

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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

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.

**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 days 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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EXHIBIT B**



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



- 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.

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South Eastern New Hampshire
Alcohol & Drug Abuse Services

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



- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN 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.

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Contractor Initials _____

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



including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

- 1.8.2. 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.
- 1.8.5. 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.
- 1.8.6. 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:
 - 1.8.6.1. 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.

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- 1.8.6.2. Coordinate care and meet all requirements for the service provided.
- 1.8.6.3. 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."
- 1.8.6.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.5, 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 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 ^{OS} using *DMLC*

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- 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
- 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:

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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):

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 OUDs.

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- 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 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

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- 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;
 - 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

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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.
 - 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:

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- 1.13.1.3.10.1. Ensures that the collection is conducted in a manner that preserves client privacy as much as possible; and
- 1.13.1.3.10.2. Minimizes 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 42 CFR, 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.

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- 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:
 - 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;

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- 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.
- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:

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- 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; and
- 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 Substance Abuse Mental Health Services Administration (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

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- 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 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

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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:

- 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

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- 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

- 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;

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- 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;
 - 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;

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- 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:
 - 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).

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- 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.
 - 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.

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- 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;
 - 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, etc.

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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

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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. 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 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.

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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; 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.

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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; and
- 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

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- 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.
- 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.

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- 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;
 - 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.

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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 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 ~~plans~~ ^{prices}.

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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.
 - 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 of duty

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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 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 Contractor and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed

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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.

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.

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- 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
- 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:

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- 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

- 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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- 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.

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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 per dayday 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 \$754,383.
- 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. 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:

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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 Annotated (RSA) 126-A:3 III. (b), except for Section 12.2.2 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:

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



- 8.1.2.1.1. Assessing the client's appropriateness for a medication.
- 8.1.2.1.2. Prescribing and/or administering a medication.
- 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%

South Eastern New Hampshire
Alcohol & Drug Abuse Services.

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**



- 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.
 - 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.

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



- 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.
- 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 agents for

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11/18/2020

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



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 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.

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



- 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 Contract to which exception has been taken, or which have been disallowed because of such an exception.



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

Exhibit C-1

Service Fee Table

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

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.7.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.8.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day
1.9.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.

South Eastern New Hampshire
Alcohol & Drug Abuse Services

SS-2021-BDAS-04-SUBST-11

Exhibit C-1
Page 1 of 2

Contractor Initials

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Date
11/18/2020



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

Exhibit C-1

1.10.			
	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 8.1	See Exhibit C, Section 8.1

**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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

Name: DENISE M. Elwart

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:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

Name: Denise M. Elwart

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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DME

Date 11/18/2020



**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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**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:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

Name: Denise M. Elwart

Title: Executive Director

Contractor Initials

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DME

Date 11/18/2020

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

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

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Rev. 10/21/14

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Date 11/18/2020

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

Name: Denise M. Elwart

Title: Executive Director

Exhibit G

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

Contractor Initials

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DME

Date 11/18/2020

New Hampshire Department of Health and Human Services
Exhibit HCERTIFICATION 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:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

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Name: Denise M. Elwart

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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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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- 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 Associate shall not disclose the PHI.

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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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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.

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- 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

ED0006004063442...

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

11/19/2020

Date

South Eastern NH Alcohol & Drug Abuse Services

Name of the Contractor

Denise M. Elwart

2F200E08C03942A...

Signature of Authorized Representative

Denise M. Elwart

Name of Authorized Representative

Executive Director

Title of Authorized Representative

11/18/2020

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:

11/18/2020

Date

DocuSigned by:

Denise M. Elwart

Name: Denise M. Elwart

Title: Executive Director

Contractor Initials

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Date 11/18/2020



**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.

- 963911560
1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 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: Denise Elwart	Amount: 84,702
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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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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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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Exhibit K

DHHS Information Security Requirements



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

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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

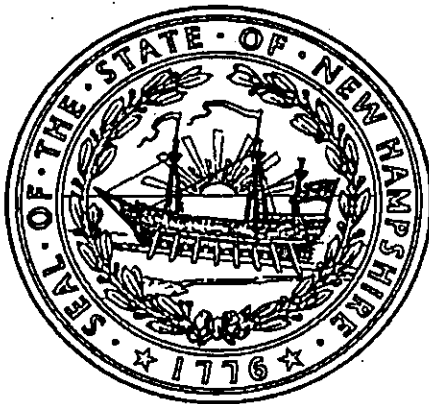
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64991

Certificate Number: 0004968233



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark S. Kennard, 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 Southeastern NH Alcohol and Drug Abuse Service.
(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 October 24, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Denise M. Elwart, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southeastern NH Alcohol and Drug Abuse Service to enter into contracts or
(Name of Corporation/ LLC)

agreements with the State 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: 11/1/20


Signature of Elected Officer
Name: Mark S. Kennard
Title: Chair, Board of Trustees

Client#: 1030053

SOUTHNEW13

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2019

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

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

PRODUCER USI Insurance Svcs, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123		CONTACT NAME: Gina Beaulieu PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110 E-MAIL ADDRESS: Gina.Beaulieu@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	
		INSURER B: MEMIC Indemnity Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

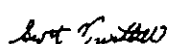
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PHPK2057420	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2057420	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB699398	11/01/2019	11/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	3102800341	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability		PHPK2057420	11/01/2019	11/01/2020	\$1,000,000 Per Claim \$3,000,000 Aggregate

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

Evidence of coverage.

CERTIFICATE HOLDER DHHS 129 Pleasant Street Concord, NH 03301		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2020

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 USI Insurance Svcs, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME: Gina Beaulieu	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
	E-MAIL ADDRESS: Gina.Beaulieu@usi.com		
INSURED Southeastern New Hampshire Alcohol & Drug Abuse Services 272 County Farm Road Dover, NH 03820	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co.		18058
	INSURER B: MEMIC Indemnity Co		11030
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2186999	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) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2186999	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 type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB740218	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3102800341	11/01/2020	11/01/2021	<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 Liability		PHPK2186999	11/01/2020	11/01/2021	\$1,000,000 Per Claim \$3,000,000 Aggregate

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

Evidence of coverage.

CERTIFICATE HOLDER

CANCELLATION

DHHS
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

[Signature]

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VISION STATEMENT

SENHS is a leader among substance use disorder (SUD) programs in New Hampshire, financially sound, offering quality programming and regarded as a trusted partner in the delivery of expertise and services.

MISSION STATEMENT (Current)

SENHS provides expert addiction treatment to help and support individuals and families who are in need of substance abuse disorder services.

VALUES AND PRINCIPLES

- | | |
|-----------------------|---|
| Compassionate: | We treat our clients and staff with dignity and compassion, always striving to help them find success. |
| Transparent: | We conduct ourselves with an openness and honesty at all levels within the community, and among our clients, staff and board. |
| Trusted: | We are trusted and have credibility with all those with whom we interact. |
| Flexible: | We have financial stability, physical space, and adequate staffing to offer options in programs and services. |
| Relationships: | We value our relationships with other providers, funders, donors, volunteers and people who have gone through our programs, knowing that involving each in the work we do will only strengthen our ability to accomplish our mission. |

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

Consolidated Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2020 and 2019***

DRAFT

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
**Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate**
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2020 and 2019, 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.

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

August 19, 2020

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Financial Position
As of June 30,**

ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Totals	2019 Totals
<u>Current Assets:</u>				
Cash and Cash Equivalents, Organization	\$ 449,277	\$ 0	\$ 449,277	\$ 144,241
Cash and Cash Equivalents, Affiliate	112,246	0	112,246	61,731
Accounts Receivable, Net of Allowance for Doubtful Accounts	127,340	0	127,340	173,458
Prepaid Expenses	<u>11,510</u>	<u>0</u>	<u>11,510</u>	<u>10,674</u>
Total Current Assets	<u>700,373</u>	<u>0</u>	<u>700,373</u>	<u>390,104</u>
<u>Fixed Assets:</u>				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	112,734	0	112,734	127,925
Capital Lease - Copier	23,520	0	23,520	21,250
Less: Accumulated Depreciation	<u>(643,814)</u>	<u>0</u>	<u>(643,814)</u>	<u>(622,446)</u>
Net Fixed Assets	<u>387,606</u>	<u>0</u>	<u>387,606</u>	<u>421,895</u>
Total Assets	<u>\$ 1,087,979</u>	<u>\$ 0</u>	<u>\$ 1,087,979</u>	<u>\$ 811,999</u>

*-Continued on next page-**See notes and independent auditor's report*

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Financial Position
As of June 30,**

LIABILITIES AND NET ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Totals	2019 Totals
<u>Current Liabilities:</u>				
Accounts Payable	\$ 11,820	\$ 0	\$ 11,820	\$ 29,282
Accrued Expenses	4,318	0	4,318	12,999
Accrued Payroll and Taxes	107,167	0	107,167	89,975
Deferred Revenue	27,920	0	27,920	32,628
Current Portion of Capital Lease	4,704	0	4,704	6,533
Total Current Liabilities	<u>155,929</u>	<u>0</u>	<u>155,929</u>	<u>171,417</u>
<u>Long Term Liabilities:</u>				
Note Payable	250,000	0	250,000	0
Capital Lease, Net of Current Portion	14,896	0	14,896	0
Total Long Term Liabilities	<u>264,896</u>	<u>0</u>	<u>264,896</u>	<u>0</u>
Total Liabilities	<u>420,825</u>	<u>0</u>	<u>420,825</u>	<u>171,417</u>
<u>Net Assets:</u>				
Net Assets	<u>667,154</u>	<u>0</u>	<u>667,154</u>	<u>640,582</u>
Total Liabilities and Net Assets	<u>\$ 1,087,979</u>	<u>\$ 0</u>	<u>\$ 1,087,979</u>	<u>\$ 811,999</u>

See notes and independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,**

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2020 Totals</u>	<u>2019 Totals</u>
<u>Revenues and Support:</u>				
Client Fee	\$ 1,190,143	\$ 0	\$ 1,190,143	\$ 1,369,243
Medicaid	7,545	0	7,545	0
Governmental Agency Revenue	795,214	0	795,214	655,683
Contributions	55,620	1,231	56,851	57,774
Strafford County Commission	55,939	0	55,939	45,145
Probate	52,434	0	52,434	50,661
In-Kind Contributions	6,000	0	6,000	8,256
Other Revenue	1,549	0	1,549	5,591
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	9,613	(9,613)	0	0
Total Revenues and Support	<u>2,174,057</u>	<u>(8,382)</u>	<u>2,165,675</u>	<u>2,192,353</u>
<u>Expenses:</u>				
Program Services	1,883,570	0	1,883,570	2,190,564
Support Services	<u>255,752</u>	<u>0</u>	<u>255,752</u>	<u>44,627</u>
Total Expenses	<u>2,139,322</u>	<u>0</u>	<u>2,139,322</u>	<u>2,235,191</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>34,735</u>	<u>(8,382)</u>	<u>26,353</u>	<u>(42,838)</u>
<u>Other Revenues (Expenses):</u>				
Interest and Investment Income	<u>219</u>	<u>0</u>	<u>219</u>	<u>1,576</u>
Total Other Revenues (Expenses)	<u>219</u>	<u>0</u>	<u>219</u>	<u>1,576</u>
Net Increase (Decrease) in Net Assets	34,954	(8,382)	26,572	(41,262)
Net Assets - Beginning of Period	<u>632,200</u>	<u>8,382</u>	<u>640,582</u>	<u>681,844</u>
Net Assets - End of Period	<u>\$ 667,154</u>	<u>\$ 0</u>	<u>\$ 667,154</u>	<u>\$ 640,582</u>

See notes and independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,**

Program Services - 2020

	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	IMPAIRED DRIVER INTERVENTION PROGRAM
<u>Expenses:</u>			
Salaries and Wages	\$ 71,405	\$ 853,920	\$ 64,393
Payroll Taxes	2,874	72,912	7,469
Employee Benefits	18,824	140,367	5,073
Rent	8,822	28,869	7,822
Utilities	7,397	28,872	6,439
Professional Fee	6,858	91,296	1,104
Depreciation	9,461	28,374	5,159
Food	0	42,677	0
House Supplies	382	22,829	3,250
Insurance	5,574	18,231	3,393
Office Expense	755	4,928	0
Supplies	977	6,860	687
Fees	988	250	2,394
Staff Development	0	6,438	735
Conference & Conventions	0	0	0
Travel	42	2,544	162
Printing & Reproduction	1,062	2,687	1,461
Client Recreation	0	778	0
Advertising	0	694	0
Equipment Rent	851	2,546	463
State Fee	0	857	0
Interest	0	0	0
Repairs	45	4,507	21
Bad Debt	0	0	0
Miscellaneous Expenses	0	0	0
Donations In-Kind	0	0	0
Total Expenses	\$ 136,317	\$ 1,361,436	\$ 110,025

- Continued on next page -

See notes and independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,**

Program Services - 2020

	DRUG COURT PROGRAM	FOR WOMEN	TOTAL
<u>Expenses:</u>			
Salaries and Wages	\$ 152,711	\$ 16,263	\$ 1,158,692
Payroll Taxes	12,617	0	95,872
Employee Benefits	23,746	7,928	195,938
Rent	7,822	0	53,335
Utilities	7,567	170	50,445
Professional Fee	15,569	1,252	116,079
Depreciation	7,738	857	51,589
Food	17	0	42,694
House Supplies	1,623	101	28,185
Insurance	5,095	1,211	33,504
Office Expense	146	0	5,829
Supplies	843	52	9,419
Fees	192	0	3,824
Staff Development	170	100	7,443
Conference & Conventions	0	0	0
Travel	621	0	3,369
Printing & Reproduction	1,113	0	6,323
Client Recreation	0	0	778
Advertising	0	0	694
Equipment Rent	694	75	4,629
State Fee	0	0	857
Interest	0	0	0
Repairs	124	0	4,697
Bad Debt	9,375	0	9,375
Miscellaneous Expenses	0	0	0
Donations In-Kind	0	0	0
Total Expenses	\$ 247,783	\$ 28,009	\$ 1,883,570

- Continued on next page -

See notes and Independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,**

Support Services - 2020

	FUNDRAISING	GENERAL MANAGEMENT	2020 TOTAL	2019 TOTAL
<u>Expenses:</u>				
Salaries and Wages	\$ 0	\$ 197,364	\$ 1,356,056	\$ 1,448,292
Payroll Taxes	0	6,898	102,770	107,293
Employee Benefits	0	28,404	224,342	199,524
Rent	0	9,691	63,026	61,909
Utilities	0	10,038	60,483	64,370
Professional Fee	780	0	116,859	123,744
Depreciation	0	0	51,589	55,622
Food	47	0	42,741	50,294
House Supplies	0	0	28,185	35,777
Insurance	0	0	33,504	36,663
Office Expense	1,530	103	7,462	7,815
Supplies	25	0	9,444	6,463
Fees	297	188	4,309	4,053
Staff Development	0	0	7,443	2,583
Conference & Conventions	0	0	0	0
Travel	0	0	3,369	11,155
Printing & Reproduction	387	0	6,710	6,070
Client Recreation	0	0	778	674
Advertising	0	0	694	915
Equipment Rent	0	0	4,629	958
State Fee	0	0	857	700
Interest	0	0	0	2,924
Repairs	0	0	4,697	6,803
Bad Debt	0	0	9,375	520
Miscellaneous Expenses	0	0	0	70
Donations In-Kind	\$ 0	0	0	0
Total Expenses	3,066	\$ 252,686	\$ 2,139,322	\$ 2,235,191

See notes and independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Totals	2019 Totals
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ 34,954	\$ (8,382)	\$ 26,572	\$ (41,262)
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	56,218	0	56,218	55,622
(Gain)/Loss on Disposal of Equipment	0	0	0	0
(Increase) Decrease in Accounts Receivable	46,118	0	46,118	17,808
(Increase) Decrease in Prepaid Expenses	(836)	0	(836)	237
Increase (Decrease) in Accounts Payable	(17,462)	0	(17,462)	1,940
Increase (Decrease) in Accrued Liabilities	(8,681)	0	(8,681)	10,456
Increase (Decrease) in Accrued Payroll	17,192	0	17,192	(18,289)
Increase (Decrease) in Deferred Revenue	(4,708)	0	(4,708)	28,988
Total Adjustments	87,841	0	87,841	96,761
Net Cash Flows Provided (Used) by Operating Activities	122,795	(8,382)	114,413	55,499
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	(25,470)	0	(25,470)	(1,805)
Disposal of Fixed Assets	3,542	0	3,542	0
Net Cash Flows Provided (Used) by Investing Activities	(21,928)	0	(21,928)	(1,805)
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Capital Lease	(10,454)	0	(10,454)	(5,116)
Proceeds for payout of Capital Lease	23,520	0	23,520	0
Proceeds from Note Payable	250,000	0	250,000	10,000
Payments on Line of Credit	0	0	0	(35,000)
Net Cash Flows Provided (Used) by Financing Activities	263,066	0	263,066	(30,116)
Net Increase (Decrease) in Cash and Cash Equivalents	363,933	(8,382)	355,551	23,578
Cash and Equivalents - Beginning of Year	197,590	8,382	205,972	182,394
Cash and Equivalents - End of Year	\$ 561,523	\$ 0	\$ 561,523	\$ 205,972
Supplemental Cash Flow Information				
<u>Cash Paid For:</u>				
Interest	0	0	0	2,924
Income Taxes	0	0	0	0

See notes and independent auditor's report

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when the obligation is incurred.

Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, 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.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019**

Note 1 – Summary of Significant Accounting Principles - Continued:

Basis of Presentation – continued

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.

Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2020 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019**

Note 1 – Summary of Significant Accounting Principles - Continued:

Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2020 and 2019 is \$8,958 and \$3,506, respectively.

Contributions with Donor Restrictions

The Organization's policy is to report contributions with donor restrictions that are met in the same reporting period, as contributions without donor restrictions, since under said circumstances, there is no effect to reported net assets with donor restrictions.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$694 and \$915 for the year ended June 30, 2020 and 2019.

Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019

Note 1 – Summary of Significant Accounting Principles - Continued:**New Accounting Pronouncements****Topic 606**

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of ASU 2014-09 is to recognize revenue when the promised goods or services due are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. FASB issued a limited deferral of the effective date to implement the ASU for one year, for years beginning after December 31, 2019. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Topic 842

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases, (Topic 842)*. This new standard amends a number of aspects of lease accounting, including requiring lessees to recognize operating leases with a term greater than one year on their balance sheet as a right-of-use asset and a corresponding lease liability. This standard is effective for the company for the year beginning January 1, 2020. Management will be evaluating the potential impact the pronouncement will have on the financial statements, if any.

Note 2 – Capital Lease:

At June 30, 2020, the Organization leased two copiers with a total value of \$23,520 under a five year noncancelable lease. The minimum lease payments are schedule to be \$668 per month, consisting of monthly lease payment of \$392 per month and service agreement of \$276 per month. The interest rate is 0%. The future minimum lease payments at June 30, 2020 and for future years are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Capital Lease Payable</u>
2021	\$ 4,704
2022	4,704
2023	4,704
2024	4,704
2025	784
Totals	\$ <u>19,600</u>

At June 30, 2019, the Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments were schedule to be \$620 per month, with an interest rate of 24.70%.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019**

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$4,846 and \$4,659 per month, for the years ended June 30, 2020 and 2019, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2020 and 2019 was \$63,026 and \$61,909. The future minimum lease payments at June 30, 2020 are as follows:

For The Fiscal Years Ended June 30,	Rent Expense
2021	\$ 64,147
2022	64,147
2023	64,147
2024	64,147
2025	64,147
Thereafter	32,073
Totals	\$ 352,808

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are insurance proceeds for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – In-Kind Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2020</u>	<u>2019</u>
Donated rent, materials, equipment and food	\$ <u>6,000</u>	\$ <u>8,256</u>

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019**

Note 7 – Deferred Revenue:

The Organization has an agreement with Strafford County Commissioners to provide and employ an intensive outpatient counselor to the Drug Treatment Court, with which the county will pay the Organization for the salary and benefits for. The balance at June 30, 2020 and 2019 is \$27,920 and \$32,628, respectively.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2020 and 2019, the outstanding balances were \$0.

NOTE 9 – Note Payable:

On April 27, 2020, the Organization received loan proceeds in the amount of \$250,000 under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the business. The loans and accrued interest are forgivable after eight weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminated employees or reduces salaries during the eight-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with deferral of payments for the first six months. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness, it cannot be assured the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part.

Note 10 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2020 and 2019 totaled \$42,812 and \$35,139.

Note 11 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2020 and 2019 were \$19,856 and \$23,854, respectively.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2020 and 2019**

Note 12 – Reclassifications:

Certain reclassifications have been made to the 2020 and 2019 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 13 – Liquidity and Availability of Financial Assets:

The Organization's primary source of revenue is from program revenues, consisting of client fees and local and federal funding. As shown on the face of the financial statement, and summarized below, all of the Organization's financial assets are available within one year and are free of donor restrictions.

Financial assets available within one year and free of donor restrictions:

Cash & Cash Equivalents, Organization	\$ 449,277
Cash & Cash Equivalents, Affiliate	112,246
Accounts Receivable	<u>127,340</u>

Total financial assets available to meet cash needs for expenses within one year	\$ <u>688,863</u>
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Note 14 – Subsequent Events:

Subsequent events have been evaluated thru August 19, 2020, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

Consolidated Audited Financial Statements

***For The Fiscal Years Ended
June 30, 2019 and 2018***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the 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 Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2019 and 2018, and the changes in its consolidated net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

January 2, 2020

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

ASSETS

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>2019 Totals</u>	<u>2018 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents, Organization	\$ 135,859	\$ 8,382	\$ 144,241	\$ 85,207
Cash and Cash Equivalents, Affiliate	61,731	0	61,731	97,187
Accounts Receivable, Net of Allowance for Doubtful Accounts	173,458	0	173,458	191,265
Prepaid Expenses	<u>10,674</u>	<u>0</u>	<u>10,674</u>	<u>10,911</u>
Total Current Assets	<u>381,722</u>	<u>8,382</u>	<u>390,104</u>	<u>384,570</u>
<u>Fixed Assets:</u>				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	127,925	0	127,925	126,121
Capital Lease - Copier	21,250	0	21,250	21,250
Less: Accumulated Depreciation	<u>(622,446)</u>	<u>0</u>	<u>(622,446)</u>	<u>(566,824)</u>
Net Fixed Assets	<u>421,895</u>	<u>0</u>	<u>421,895</u>	<u>475,713</u>
Total Assets	<u>\$ 803,617</u>	<u>\$ 8,382</u>	<u>\$ 811,999</u>	<u>\$ 860,283</u>

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See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Totals	2018 Totals
<u>Current Liabilities:</u>				
Accounts Payable	\$ 29,282	\$ 0	\$ 29,282	\$ 27,342
Accrued Expenses	12,999	0	12,999	2,543
Accrued Payroll and Taxes	89,975	0	89,975	108,264
Deferred Revenue	32,628	0	32,628	3,640
Line of Credit	0	0	0	25,000
Current Portion of Capital Lease	6,533	0	6,533	5,116
Total Current Liabilities	<u>171,417</u>	<u>0</u>	<u>171,417</u>	<u>171,906</u>
<u>Long Term Liabilities:</u>				
Capital Lease, Net of Current Portion	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,533</u>
Total Long Term Liabilities	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,533</u>
Total Liabilities	<u>171,417</u>	<u>0</u>	<u>171,417</u>	<u>178,439</u>
<u>Net Assets:</u>				
Net Assets	<u>632,200</u>	<u>8,382</u>	<u>640,582</u>	<u>681,844</u>
Total Liabilities and Net Assets	<u>\$ 803,617</u>	<u>\$ 8,382</u>	<u>\$ 811,999</u>	<u>\$ 860,283</u>

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	Net Assets - Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Totals	2018 Totals
<u>Revenues and Support:</u>				
Governmental Agency Revenue	\$ 338,728	\$ 0	\$ 338,728	\$ 795,102
Contributions	32,536	24,238	56,774	22,469
Client Fee	1,414,243	0	1,414,243	1,461,451
Medicaid	318,100	0	318,100	65,156
Probate	50,661	0	50,661	58,096
In-Kind Contributions	8,256	0	8,256	13,577
Other Revenue	5,591	0	5,591	10,046
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	38,395	(38,395)	0	0
Total Revenues and Support	<u>2,206,510</u>	<u>(14,157)</u>	<u>2,192,353</u>	<u>2,425,897</u>
<u>Expenses:</u>				
Program Services	2,190,564	0	2,190,564	1,747,745
Support Services	44,627	0	44,627	880,026
Total Expenses	<u>2,235,191</u>	<u>0</u>	<u>2,235,191</u>	<u>2,627,771</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(28,681)</u>	<u>(14,157)</u>	<u>(42,838)</u>	<u>(201,874)</u>
<u>Other Revenues (Expenses):</u>				
Interest and Investment Income	1,576	0	1,576	1,387
Total Other Revenues (Expenses)	<u>1,576</u>	<u>0</u>	<u>1,576</u>	<u>1,387</u>
Net Increase (Decrease) in Net Assets	(27,105)	(14,157)	(41,262)	(200,487)
Net Assets - Beginning of Period	<u>659,305</u>	<u>22,539</u>	<u>681,844</u>	<u>882,331</u>
Net Assets - End of Period	<u>\$ 632,200</u>	<u>\$ 8,382</u>	<u>\$ 640,582</u>	<u>\$ 681,844</u>

See notes and Independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Program Services - 2019

	<u>OUTPATIENT SERVICES</u>	<u>COMPREHENSIVE SERVICES</u>	<u>IMPAIRED DRIVER INTERVENTION PROGRAM</u>	<u>COMMUNITY EDUCATION PROGRAM</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 170,337	\$ 810,170	\$ 82,703	\$ 107,505
Payroll Taxes	11,935	61,206	6,024	7,840
Employee Benefits	24,487	122,533	3,384	12,897
Rent	11,207	31,300	6,207	4,659
Utilities	6,791	35,629	6,791	5,504
Professional Fee	8,242	90,797	1,487	1,487
Depreciation	8,246	30,512	5,580	0
Food	0	50,282	0	0
House Supplies	743	30,386	4,590	58
Insurance	3,820	20,413	3,613	3,031
Office Expense	1,918	4,071	134	33
Supplies	466	2,744	354	2,571
Fees	1,258	123	2,510	25
Staff Development	205	1,680	175	225
Conference & Conventions	0	0	0	0
Travel	574	2,278	175	6,129
Printing & Reproduction	418	2,274	621	344
Client Recreation	0	674	0	0
Advertising	441	299	0	175
Equipment Rent	117	474	117	117
State Fee	0	700	0	0
Interest	178	2,353	86	86
Repairs	44	6,699	24	0
Bad Debt	520	0	0	0
Miscellaneous Expenses	0	70	0	0
Donations In-Kind	0	0	0	0
Total Expenses	\$ 251,947	\$ 1,307,667	\$ 124,575	\$ 152,686

- Continued on next page -

See notes and Independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Program Services - 2019

	<u>DRUG COURT PROGRAM</u>	<u>DETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 189,303	\$ 944	\$ 54,839	\$ 1,415,801
Payroll Taxes	13,803	91	3,999	104,898
Employee Benefits	18,547	0	12,793	194,641
Rent	8,536	0	0	61,909
Utilities	9,655	0	0	64,370
Professional Fee	18,990	0	2,341	123,344
Depreciation	8,370	0	2,914	55,622
Food	0	0	0	50,282
House Supplies	0	0	0	35,777
Insurance	5,459	0	315	36,651
Office Expense	367	0	0	6,523
Supplies	229	0	4	6,368
Fees	43	0	0	3,959
Staff Development	100	0	138	2,523
Conference & Conventions	0	0	0	0
Travel	895	0	82	10,133
Printing & Reproduction	542	0	0	4,199
Client Recreation	0	0	0	674
Advertising	0	0	0	915
Equipment Rent	133	0	0	958
State Fee	0	0	0	700
Interest	221	0	0	2,924
Repairs	36	0	0	6,803
Bad Debt	0	0	0	520
Miscellaneous Expenses	0	0	0	70
Donations In-Kind	0	0	0	0
Total Expenses	\$ 275,229	\$ 1,035	\$ 77,425	\$ 2,190,564

- Continued on next page -

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

Support Services - 2019

	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2019 TOTAL</u>	<u>2018 TOTAL</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 32,477	\$ 14	\$ 1,448,292	\$ 1,695,036
Payroll Taxes	2,395	0	107,293	128,152
Employee Benefits	4,883	0	199,524	264,113
Rent	0	0	61,909	61,153
Utilities	0	0	64,370	62,273
Professional Fee	400	0	123,744	140,109
Depreciation	0	0	55,622	55,843
Food	0	12	50,294	69,902
House Supplies	0	0	35,777	38,086
Insurance	12	0	36,663	35,226
Office Expense	1,292	0	7,815	15,454
Supplies	95	0	6,463	18,833
Fees	94	0	4,053	4,962
Staff Development	60	0	2,583	8,617
Conference & Conventions	0	0	0	1,455
Travel	1,022	0	11,155	9,439
Printing & Reproduction	1,871	0	6,070	2,007
Client Recreation	0	0	674	689
Advertising	0	0	915	8,568
Equipment Rent	0	0	958	1,141
State Fee	0	0	700	7
Interest	0	0	2,924	6,106
Repairs	0	0	6,803	0
Bad Debt	0	0	520	0
Miscellaneous Expenses	0	0	70	512
Donations In-Kind	\$ 0	0	0	88
Total Expenses	<u>44,601</u>	<u>\$ 26</u>	<u>\$ 2,235,191</u>	<u>\$ 2,627,771</u>

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2019 Totals	2018 Totals
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (27,105)	\$ (14,157)	\$ (41,262)	\$ (200,487)
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	55,622	0	55,622	55,843
(Gain)/Loss on Disposal of Equipment	0	0	0	708
(Increase) Decrease in Accounts Receivable	17,807	0	17,807	(6,365)
(Increase) Decrease in Prepaid Expenses	237	0	237	456
Increase (Decrease) in Accounts Payable	1,940	0	1,940	16,432
Increase (Decrease) in Accrued Liabilities	10,456	0	10,456	(43,056)
Increase (Decrease) in Accrued Payroll	(18,289)	0	(18,289)	(11,499)
Increase (Decrease) in Deferred Revenue	28,988	0	28,988	(51,610)
Total Adjustments	96,761	0	96,761	(39,091)
Net Cash Flows Provided (Used) by Operating Activities	69,656	(14,157)	55,499	(239,578)
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	(1,805)	0	(1,805)	0
Net Cash Flows Provided (Used) by Investing Activities	(1,805)	0	(1,805)	0
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Capital Lease	(5,116)	0	(5,116)	(4,005)
Proceeds from Line of Credit	10,000	0	10,000	25,000
Payments on Line of Credit	(35,000)	0	(35,000)	0
Net Cash Flows Provided (Used) by Financing Activities	(30,116)	0	(30,116)	20,995
Net Increase (Decrease) in Cash and Cash Equivalents	37,735	(14,157)	23,578	(218,583)
Cash and Equivalents - Beginning of Year	159,855	22,539	182,394	400,977
Cash and Equivalents - End of Year	\$ 197,590	\$ 8,382	\$ 205,972	\$ 182,394
Supplemental Cash Flow Information				
<u>Cash Paid For:</u>				
Interest	2,924	0	2,924	6,106
Income Taxes	0	0	0	0

See notes and independent auditor's report

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018**

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America. Revenues are recorded when earned and expenses are recorded when the obligation is incurred.

Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

Basis of Presentation

The Organization presents information regarding its financial position and activities according to Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. The amendments in this ASU make improvements to the information provided in the financial statements and notes for not-for-profit entities. In accordance with the update, 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.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018**

Note 1 - Summary of Significant Accounting Principles - Continued:

Basis of Presentation – continued

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.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2019 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018

Note 1 - Summary of Significant Accounting Principles - Continued:

Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2019 and 2018 is \$3,506 and \$25,654, respectively.

Contributions with Donor Restrictions

The Organization's policy is to report contributions with donor restrictions that are met in the same reporting period, as contributions without donor restrictions, since under said circumstances, there is no effect to reported net assets with donor restrictions.

Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$915 and \$8,568 for the year ended June 30, 2019 and 2018.

Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018

Note 2 – Capital Lease:

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be \$620 per month, with an interest rate of 24.70%. The future minimum lease payments at June 30, 2019 are as follows:

For The Fiscal Years	Capital Lease Payable
<u>Ended June 30,</u>	
2020	\$ 6,533
Totals	\$ <u>6,533</u>

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$4,659 and \$4,659 per month, for the years ended June 30, 2019 and 2018, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2019 and 2018 was \$61,909 and \$61,153. The future minimum lease payments at June 30, 2019 are as follows:

For The Fiscal Years	Rent Expense
<u>Ended June 30,</u>	
2020	\$ 55,908
2021	55,908
2022	55,908
2023	55,908
2024	55,908
Thereafter	86,192
Totals	\$ <u>365,732</u>

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are insurance proceeds for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018

Note 6 – In-Kind Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2019</u>	<u>2018</u>
Donated rent, materials, equipment and food	\$ <u>8,256</u>	\$ <u>13,577</u>

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2019 and 2018 is \$32,628 and \$3,640, respectively.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2019 and 2018, the outstanding balances were \$0 and \$25,000 on the line.

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2019 and 2018 totaled \$35,139 and \$41,035.

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2019 and 2018 were \$23,854 and \$18,828, respectively.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2019 and 2018**

Note 11 – Reclassifications:

Certain reclassifications have been made to the 2018 and 2019 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 12 – Liquidity and Availability of Financial Assets:

The Organization's primary source of revenue is from program revenues, consisting of client fees and local and federal funding. As shown on the face of the financial statement, and summarized below, most of the Organization's financial assets are available within one year and are free of donor restrictions.

Financial assets available within one year and free of donor restrictions:

Cash & Cash Equivalents, Organization	\$	144,241
Cash & Cash Equivalents, Affiliate		61,731
Accounts Receivable		<u>173,458</u>
Total	\$	<u>379,430</u>

Note 13 – Subsequent Events:

Subsequent events have been evaluated thru January 2, 2020, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE***

Consolidated Audited Financial Statements

***For The Years Ended
June 30, 2018 and 2017***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
**Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate**
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2018 and 2017, and the changes in its consolidated net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 22, 2018

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents, Organizatio	\$ 62,668	\$ 22,539	\$ 85,207	\$ 311,026
Cash and Cash Equivalents, Affiliate	97,187	0	97,187	89,951
Accounts Receivable	191,265	0	191,265	184,900
Prepaid Expenses	<u>10,911</u>	<u>0</u>	<u>10,911</u>	<u>11,367</u>
Total Current Assets	<u>362,031</u>	<u>22,539</u>	<u>384,570</u>	<u>597,244</u>
<u>Fixed Assets:</u>				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	126,121	0	126,121	232,643
Capital Lease - Copier	21,250	0	21,250	21,250
Less: Accumulated Depreciation	<u>(566,824)</u>	<u>0</u>	<u>(566,824)</u>	<u>(616,795)</u>
Net Fixed Assets	<u>475,713</u>	<u>0</u>	<u>475,713</u>	<u>532,264</u>
Total Assets	<u>\$ 837,744</u>	<u>\$ 22,539</u>	<u>\$ 860,283</u>	<u>\$ 1,129,508</u>

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See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 27,342	\$ 0	\$ 27,342	\$ 10,910
Accrued Expenses	2,543	0	2,543	45,599
Accrued Payroll and Taxes	108,265	0	108,265	119,764
Deferred Revenue	3,640	0	3,640	55,250
Line of Credit	25,000	0	25,000	0
Current Portion of Capital Lease	5,116	0	5,116	4,006
Total Current Liabilities	<u>171,906</u>	<u>0</u>	<u>171,906</u>	<u>235,529</u>
<u>Long Term Liabilities:</u>				
Capital Lease, Net of Current Portion	6,533	0	6,533	11,648
Total Long Term Liabilities	<u>6,533</u>	<u>0</u>	<u>6,533</u>	<u>11,648</u>
Total Liabilities	<u>178,439</u>	<u>0</u>	<u>178,439</u>	<u>247,177</u>
<u>Net Assets:</u>				
Net Assets	<u>659,305</u>	<u>22,539</u>	<u>681,844</u>	<u>882,331</u>
Total Liabilities and Net Assets	<u>\$ 837,744</u>	<u>\$ 22,539</u>	<u>\$ 860,283</u>	<u>\$ 1,129,508</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Revenues and Support:</u>				
Governmental Agency Revenue	\$ 747,649	\$ 47,453	\$ 795,102	\$ 1,051,459
Contributions	21,469	1,000	22,469	36,119
Client Fee	1,461,451	0	1,461,451	255,720
Medicaid	65,156	0	65,156	509,369
Probate	58,096	0	58,096	110,421
Insurance	0	0	0	54,014
In-Kind Contributions	13,577	0	13,577	11,333
Other Revenue	10,046	0	10,046	29,411
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	54,914	(54,914)	0	0
Total Revenues and Support	<u>2,432,358</u>	<u>(6,461)</u>	<u>2,425,897</u>	<u>2,057,846</u>
<u>Expenses:</u>				
Program Services	1,747,745	0	1,747,745	1,955,593
General Management	880,026	0	880,026	282,474
Total Expenses	<u>2,627,771</u>	<u>0</u>	<u>2,627,771</u>	<u>2,238,067</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(195,413)</u>	<u>(6,461)</u>	<u>(201,874)</u>	<u>(180,221)</u>
<u>Other Revenues (Expenses):</u>				
Interest and Investment Income	<u>1,387</u>	<u>0</u>	<u>1,387</u>	<u>44</u>
Total Other Revenues (Expenses)	<u>1,387</u>	<u>0</u>	<u>1,387</u>	<u>44</u>
Net Increase (Decrease) in Net Assets	(194,026)	(6,461)	(200,487)	(180,177)
Net Assets - Beginning of Period	<u>853,331</u>	<u>29,000</u>	<u>882,331</u>	<u>1,062,508</u>
Net Assets - End of Period	<u>\$ 659,305</u>	<u>\$ 22,539</u>	<u>\$ 681,844</u>	<u>\$ 882,331</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	Program Services - 2018			
			IMPAIRED	
	OUTPATIENT	COMPREHENSIVE	DRIVER	COMMUNITY
	SERVICES	SERVICES	INTERVENTION	EDUCATION
			PROGRAM	PROGRAM
Expenses:				
Salaries and Wages	\$ 87,693	\$ 753,659	\$ 94,329	\$ 18,700
Payroll Taxes	10,148	37,913	11,415	0
Employee Benefits	14,207	88,111	4,555	31
Rent	1,851	25,121	2,304	1,398
Utilities	2,420	30,581	2,831	1,447
Professional Fee	4,199	49,940	1,008	0
Depreciation	4,806	33,390	2,477	2,851
Food	223	66,987	115	132
House Supplies	1,581	21,861	5,304	0
Insurance	1,142	7,936	588	677
Office Expense	1,826	3,859	8	26
Supplies	561	4,305	424	35
Fees	34	373	426	0
Staff Development	0	4,107	500	0
Conference & Conventions	0	40	0	0
Travel	20	3,683	244	1,251
Printing & Reproduction	24	261	37	69
Client Recreation	3	476	16	58
Advertising	2,344	905	32	412
Equipment Rent	56	612	69	29
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	8	463	8	0
Total Expenses	\$ 133,146	\$ 1,134,583	\$ 126,690	\$ 27,116

-Continued on Next Page-

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	<u>Program Services - 2018</u>			
	<u>DRUG COURT PROGRAM</u>	<u>DETOXIFICATION PROGRAM</u>	<u>FOR WOMEN</u>	<u>TOTAL PROGRAM SERVICES</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 159,648	\$ 9,069	\$ 47,884	\$1,170,982
Payroll Taxes	11,015	10,569	9,596	90,656
Employee Benefits	14,771	0	9,383	131,058
Rent	6,913	0	2,515	40,102
Utilities	7,894	0	2,599	47,772
Professional Fee	12,140	0	4,786	72,073
Depreciation	8,885	158	1,637	54,204
Food	412	7	76	67,952
House Supplies	424	28	131	29,329
Insurance	2,112	37	389	12,881
Office Expense	11	0	2	5,732
Supplies	580	0	104	6,009
Fees	68	0	17	918
Staff Development	799	0	225	5,631
Conference & Conventions	0	0	0	40
Travel	983	0	0	6,181
Printing & Reproduction	48	0	12	451
Client Recreation	11	0	3	567
Advertising	43	0	11	3,747
Equipment Rent	140	0	42	948
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	25	0	8	512
Total Expenses	<u>\$ 226,922</u>	<u>\$ 19,868</u>	<u>\$ 79,420</u>	<u>\$1,747,745</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2018 TOTAL</u>	<u>2017 TOTAL</u>
<u>Expenses:</u>				
Salaries and Wages	\$ 0	\$ 524,054	\$ 1,695,036	\$1,397,983
Payroll Taxes	0	37,496	128,152	105,907
Employee Benefits	0	133,055	264,113	183,678
Management Fee	0	0	0	91,252
Rent	0	21,051	61,153	64,665
Utilities	0	14,501	62,273	61,921
Professional Fee	0	68,036	140,109	61,099
Depreciation	0	1,639	55,843	49,931
Food	0	1,950	69,902	52,267
House Supplies	0	8,757	38,086	34,463
Insurance	0	22,345	35,226	28,843
Office Expense	0	9,722	15,454	26,600
Supplies	0	12,824	18,833	17,091
Bad Debt	0	0	0	14,000
Fees	0	4,044	4,962	5,450
Staff Development	0	2,986	8,617	6,737
Conference & Conventions	0	1,415	1,455	6,261
Travel	0	3,258	9,439	5,000
Printing & Reproduction	0	1,556	2,007	4,515
Client Recreation	0	122	689	4,275
Advertising	0	4,821	8,568	4,172
Equipment Rent	0	193	1,141	1,410
Miscellaneous	0	0	0	2,173
State Admin	0	7	7	105
Interest	0	6,106	6,106	4,354
Repairs	0	0	512	3,915
Donations In-Kind	0	88	88	0
Total Expenses	<u>\$ 0</u>	<u>\$ 880,026</u>	<u>\$ 2,627,771</u>	<u>\$2,238,067</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE**
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (194,025)	\$ (6,461)	\$ (200,486)	\$ (180,177)
<u>Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:</u>				
Depreciation	55,843	0	55,843	49,931
(Gain)/Loss on Disposal of Equipment	708	0	708	0
(Increase) Decrease in Accounts Receivable	(6,365)	0	(6,365)	(889)
(Increase) Decrease in Prepaid Expenses	456	0	456	(4,336)
Increase (Decrease) in Accounts Payable	16,432	0	16,432	(113,926)
Increase (Decrease) in Accrued Liabilities	(43,056)	0	(43,056)	27,749
Increase (Decrease) in Accrued Payroll	(11,499)	0	(11,499)	24,143
Increase (Decrease) in Deferred Revenue	(51,610)	0	(51,610)	40,250
Total Adjustments	(39,091)	0	(39,091)	22,922
Net Cash Flows Provided (Used) by Operating Activities	(233,116)	(6,461)	(239,577)	(157,255)
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Fixed Assets	0	0	0	(120,419)
Net Cash Flows Provided (Used) by Operating Activities	0	0	0	(120,419)
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Capital Lease	(4,005)	0	(4,005)	(3,137)
Proceeds from Line of Credit	25,000	0	25,000	0
Net Cash Flows Provided by (Used for) Financing Activities	20,995	0	20,995	(3,137)
Net Increase (Decrease) in Cash and Cash Equivalents	(212,121)	(6,461)	(218,582)	(280,811)
Cash and Equivalents - Beginning of Year	371,977	29,000	400,977	681,789
Cash and Equivalents - End of Year	<u>\$ 159,856</u>	<u>\$ 22,539</u>	<u>\$ 182,395</u>	<u>\$ 400,978</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Cash Flows
For The Years Ended June 30,**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
Supplemental Cash Flow Information				
Cash Paid For:				
Interest (net of amount capitalized)	<u>\$ 6.106</u>	<u>\$ 0</u>	<u>\$ 6.106</u>	<u>\$ 4.354</u>

See Notes and Independent Auditor's Report

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

C. Basis of Presentation

The Organization presents the consolidated financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

C. Basis of Presentation - Continued

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. The Temporarily Restricted Net Assets at June 30, 2018 and 2017 are \$22,539 and \$29,000, respectively.

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2018 and 2017.

D. Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

E. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

F. Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2018 revealed no uncertain tax positions that would have a material impact of the financial statements.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Income Taxes

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

G. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

H. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2018 and 2017 is \$25,654 and \$29,000, respectively.

I. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$ 8,568 and \$4,172 for the year ended June 30, 2018 and 2017.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE**
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

K. Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

Note 2 – Capital Lease:

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be \$620 per month at 24.70%. The future minimum lease payments at June 30, 2018 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Notes Payable</u>
2019	\$ 5,116
2020	6,533
Totals	\$ <u>11,649</u>

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were \$4,659 and \$4,483 per month, for the years ended June 30, 2018 and 2017, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2018 and 2017 was \$61,153 and \$64,582. The future minimum lease payments at June 30, 2018 are as follows:

<u>For The Fiscal Years Ended June 30,</u>	<u>Rent Expense</u>
2019	\$ 55,908
2020	55,908
2021	55,908
2022	55,908
2023	55,908
Thereafter	142,100
Totals	\$ <u>421,640</u>

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017**

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2018</u>	<u>2017</u>
Donated rent, materials, equipment and food	\$ <u>13,577</u>	\$ <u>11,333</u>

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2018 and 2017 is \$3,640 and \$55,250, respectively.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2018 and 2017, the outstanding balances were \$25,000 and \$-0- on the line.

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2018 and 2017 totaled \$41,035 and \$48,491.

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**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Notes to the Consolidated Financial Statements
June 30, 2018 and 2017**

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2018 and 2017 were \$18,828 and \$24,010, respectively.

Note 11 – Going Concern:

Substantial Doubt Alleviated

As shown in the accompanying consolidated financial statements, the Organization incurred a net loss \$200,488 and \$180,176 for the years ending June 30, 2018 and 2017, and as of those dates, has seen a large decrease in cash funds and increase in receivables that have had to be written off as third party payers are not obligated to pay the entire amount of services rendered. Those factors, as well as the uncertain conditions of future funding from third party payers and the subsequent closure of the ARC program, create uncertainty about the Company's ability to continue as a going concern. Management of the Organization has evaluated these conditions and determined that a reduction in staff and closure of the ARC Program to focus maximizing capacity with the Turning Point Program, combined with new management since the beginning of the fiscal year, would alleviate this uncertainty.

Note 12 – Reclassifications:

Certain reclassifications have been made to the 2018 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 13 – Subsequent Events:

The Organization has evaluated subsequent events thru October 22, 2018, which is the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. As of August 16, 2018, the Organization closed the ARC Program.

***SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES***

Audited Financial Statements

***For The Fiscal Year Ended
June 30, 2017***

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
**Southeastern New Hampshire
Alcohol & Drug Abuse Services**
Dover, New Hampshire

We have audited the accompanying financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky & Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

January 30, 2018

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Financial Position
As of June 30,**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Current Assets:</u>			
Cash and Cash Equivalents	\$ 371,977	\$ 29,000	\$ 400,977
Accounts Receivable	184,900	0	184,900
Prepaid Expenses	11,367	0	11,367
Total Current Assets	<u>568,244</u>	<u>29,000</u>	<u>597,244</u>
<u>Fixed Assets:</u>			
Building Improvements	895,166	0	895,166
Furniture and Equipment	232,643	0	232,643
Capital Lease - Copier	21,250	0	21,250
Less: Accumulated Depreciation	<u>(616,795)</u>	<u>0</u>	<u>(616,795)</u>
Net Fixed Assets	<u>532,264</u>	<u>0</u>	<u>532,264</u>
Total Assets	<u>\$ 1,100,508</u>	<u>\$ 29,000</u>	<u>\$ 1,129,508</u>

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**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**
Statement of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Current Liabilities:</u>			
Accounts Payable	\$ 10,910	\$ 0	\$ 10,910
Accrued Expenses	45,599	0	45,599
Accrued Payroll and Taxes	119,764	0	119,764
Deferred Revenue	55,250	0	55,250
Current Portion of Capital Lease	4,006	0	4,006
Total Current Liabilities	<u>235,529</u>	<u>0</u>	<u>235,529</u>
<u>Long Term Liabilities:</u>			
Capital Lease, Net of Current Portion	<u>11,648</u>	<u>0</u>	<u>11,648</u>
Total Long Term Liabilities	<u>11,648</u>	<u>0</u>	<u>11,648</u>
Total Liabilities	<u>247,177</u>	<u>0</u>	<u>247,177</u>
<u>Net Assets:</u>			
Net Assets	<u>853,331</u>	<u>29,000</u>	<u>882,331</u>
Total Liabilities and Net Assets	<u>\$ 1,100,508</u>	<u>\$ 29,000</u>	<u>\$ 1,129,508</u>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Activities and Changes in Net Assets
For The Year Ended June 30, .**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Revenues and Support:</u>			
Governmental Agency Revenue	\$ 1,016,459	\$ 35,000	\$ 1,051,459
Contributions	36,119	0	36,119
Client Fee	255,720	0	255,720
Medicaid	509,369	0	509,369
Probate	110,421	0	110,421
Insurance	54,014	0	54,014
In-Kind Contributions	11,333	0	11,333
Other Revenue	29,411	0	29,411
Net Assets Released from Restrictions:			
Satisfaction of Program Restrictions	<u>6,000</u>	<u>(6,000)</u>	<u>0</u>
Total Revenues and Support	<u>2,028,846</u>	<u>29,000</u>	<u>2,057,846</u>
<u>Expenses:</u>			
Program Services	1,955,593	0	1,955,593
General Management	<u>282,474</u>	<u>0</u>	<u>282,474</u>
Total Expenses	<u>2,238,067</u>	<u>0</u>	<u>2,238,067</u>
Excess (Deficit) of Revenues and Support over Expenses	<u>(209,221)</u>	<u>29,000</u>	<u>(180,221)</u>
<u>Other Revenues (Expenses):</u>			
Interest and Investment Income	<u>44</u>	<u>0</u>	<u>44</u>
Total Other Revenues (Expenses)	<u>44</u>	<u>0</u>	<u>44</u>
Net Increase (Decrease) in Net Assets	(209,177)	29,000	(180,177)
Net Assets - Beginning of Period	<u>1,062,508</u>	<u>0</u>	<u>1,062,508</u>
Net Assets - End of Period	<u>\$ 853,331</u>	<u>\$ 29,000</u>	<u>\$ 882,331</u>

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES
Statement of Functional Expenses
For The Year Ended June 30,**

	Program Services - 2017			
	IMPAIRED			
	OUTPATIENT	COMPREHENSIVE	DRIVER	COMMUNITY
	SERVICES	SERVICES	INTERVENTION	EDUCATION
	SERVICES	SERVICES	PROGRAM	PROGRAM
<u>Expenses:</u>				
Salaries and Wages	\$ 236,845	\$ 539,909	\$ 108,343	\$ 7,860
Payroll Taxes	20,214	40,625	8,766	627
Employee Benefits	60,224	51,172	22,016	636
Management Fee	14,638	42,438	7,300	2,700
Rent	13,578	31,960	4,476	1,472
Utilities	12,164	22,508	6,342	1,010
Professional Fee	14,082	10,463	1,681	565
Depreciation	7,198	26,268	3,473	618
Food	638	50,626	359	160
House Supplies	8,220	20,882	1,124	631
Insurance	4,885	14,078	2,298	575
Office Expense	3,679	2,174	1,358	15,872
Supplies	4,329	3,698	1,818	1,363
Bad Debt	3,360	0	0	0
Fees	173	0	3,944	1,053
Staff Development	2,705	3,197	349	8
Conference & Conventions	3,099	1,165	570	0
Travel	1,604	1,696	745	119
Printing & Reproduction	1,296	1,065	636	471
Client Recreation	146	1,617	1,250	182
Advertising	911	2,395	20	19
Equipment Rent	342	408	171	163
Miscellaneous	359	465	443	80
State Admin	105	0	0	0
Interest	23	0	0	0
Repairs	1,134	1,857	203	180
Total Expenses	\$ 415,951	\$ 870,666	\$ 177,685	\$ 36,364

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Functional Expenses
For The Year Ended June 30,**

Program Services - 2017

	DRUG COURT PROGRAM	DETOXIFICATION PROGRAM	FOR WOMEN	TOTAL PROGRAM SERVICES
<u>Expenses:</u>				
Salaries and Wages	\$ 219,630	\$ 0	\$ 72,173	\$ 1,184,760
Payroll Taxes	14,181	0	5,391	89,804
Employee Benefits	13,243	0	9,463	156,754
Management Fee	14,675	3,888	5,613	91,252
Rent	10,035	788	2,356	64,665
Utilities	8,960	404	4,171	55,559
Professional Fee	15,768	191	12,049	54,799
Depreciation	7,769	673	2,258	48,257
Food	402	80	2	52,267
House Supplies	1,809	549	1,248	34,463
Insurance	5,172	287	1,548	28,843
Office Expense	225	0	134	23,442
Supplies	1,641	83	1,524	14,456
Bad Debt	8,400	0	2,240	14,000
Fee's	0	0	0	5,170
Staff Development	470	0	8	6,737
Conference & Conventions	972	0	455	6,261
Travel	309	0	172	4,645
Printing & Reproduction	576	0	471	4,515
Client Recreation	788	0	292	4,275
Advertising	340	0	16	3,701
Equipment Rent	169	0	157	1,410
Miscellaneous	87	0	81	1,515
State Admin	0	0	0	105
Interest	0	0	0	23
Repairs	193	168	180	3,915
Total Expenses	\$ 325,814	\$ 7,111	\$ 122,002	\$ 1,955,593

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**

**Statement of Functional Expenses
For The Year Ended June 30,**

		<u>FUNDRAISING</u>	<u>GENERAL MANAGEMENT</u>	<u>2017 TOTAL</u>
<u>Expenses:</u>				
Salaries and Wages	\$	0	\$ 213,223	\$ 1,397,983
Payroll Taxes		0	16,103	105,907
Employee Benefits		0	26,924	183,678
Management Fee		0	0	91,252
Rent		0	0	64,665
Utilities		0	6,362	61,921
Professional Fee		0	6,300	61,099
Depreciation		0	1,674	49,931
Food		0	0	52,267
House Supplies		0	0	34,463
Insurance		0	0	28,843
Office Expense		0	3,158	26,600
Supplies		0	2,635	17,091
Bad Debt		0	0	14,000
Fee's		0	280	5,450
Staff Development		0	0	6,737
Conference & Conventions		0	0	6,261
Travel		0	355	5,000
Printing & Reproduction		0	0	4,515
Client Recreation		0	0	4,275
Advertising		0	471	4,172
Equipment Rent		0	0	1,410
Miscellaneous		0	658	2,173
State Admin		0	0	105
Interest		0	4,331	4,354
Repairs		0	0	3,915
Total Expenses	\$	0	\$ 282,474	\$ 2,238,067

**SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES**
Statement of Cash Flows
For the Year Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Totals</u>
<u>Cash Flows from Operating Activities:</u>			
Net Increase (Decrease) in Net Assets	\$ (209,177)	\$ 29,000	\$ (180,177)
<u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>			
Depreciation	49,931	0	49,931
(Increase) Decrease in Accounts Receivable	(889)	0	(889)
(Increase) Decrease in Prepaid Expenses	(4,336)	0	(4,336)
Increase (Decrease) in Accounts Payable	(113,926)	0	(113,926)
Increase (Decrease) in Accrued Liabilities	27,748	0	27,748
Increase (Decrease) in Accrued Payroll	24,143	0	24,143
Increase (Decrease) in Deferred Revenue	40,250	0	40,250
Total Adjustments	22,921	0	22,921
Net Cash Flows Provided by (Used for) Operating Activities	(186,256)	29,000	(157,256)
<u>Cash Flows from Investing Activities:</u>			
Acquisitions of Fixed Assets	(120,419)	0	(120,419)
Net Cash Flows Provided by (Used for) Operating Activities	(120,419)	0	(120,419)
<u>Cash Flows from Financing Activities:</u>			
Principal Payments on Capital Lease	(3,137)	0	(3,137)
Net Cash Flows Provided by (Used for) Financing Activities	(3,137)	0	(3,137)
Net Increase (Decrease) in Cash and Cash Equivalents	(309,812)	29,000	(280,812)
Cash and Equivalents - Beginning of Year	681,789	0	681,789
Cash and Equivalents - End of Year	<u>\$ 371,977</u>	<u>\$ 29,000</u>	<u>\$ 400,977</u>
<u>Supplemental Cash Flow Disclosures:</u>			
Interest (net of amount capitalized)	<u>\$ 4,354</u>	<u>\$ 0</u>	<u>\$ 4,354</u>

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Basis of Presentation

The Organization presents its financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. There are no Temporarily Restricted Net Assets at June 30, 2017.

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

B. Basis of Presentation - Continued

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2017.

C. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

D. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2017 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of \$1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2017 is \$29,000.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$4,172 for the year ended June 30, 2017.

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

Note 2 - Capital Lease:

The Organization leased two copiers with a total value of \$21,250 under a five year noncancelable lease. The minimum lease payments are scheduled to be \$620 per month at 24.70%. The future minimum lease payments at June 30, 2017 are as follows:

For The Fiscal Years Ended June 30,	Notes Payable
2018	\$ 4,006
2019	5,116
2020	6,521
Totals	\$ 15,643

Note 3 - Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments are scheduled to be \$4,483 per month, adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of that date, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2017 was \$64,582. The future minimum lease payments at June 30, 2017 are as follows:

For The Fiscal Years Ended June 30,	Rent Expense
2018	\$ 53,800
2019	53,800
2020	53,800
2021	53,800
2022	53,800
Thereafter	190,542
Totals	\$ 459,542

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES
Notes to the Financial Statements
June 30, 2017**

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	<u>2017</u>
Donated rent, materials, equipment and food	\$ <u>11,333</u>

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2017 is \$55,250.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of \$50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secured by a security interest in all business assets. At June 30, 2017, there was no outstanding balance on the line.

Note 9 – Compensated Absences:

Vacation is granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2017 totaled \$48,491.

-Continued on Next Page-

**SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES**
Notes to the Financial Statements
June 30, 2017

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2017 were \$24,010.

Note 11 – Subsequent Events:

The Organization has evaluated subsequent events thru January 30, 2018, which is the date the financial statements were available to be issued. Management asserts that there are no events which meet the criteria for disclosure.

**Southeastern NH Alcohol and Drug Abuse Services
Board of Trustees**

Name of Board Member	Member Effective Date	Title of Board Member
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Vice-chair
Alec McEachern	Jul-10	Trustee
Sr. Helene Higgins	Aug-18	Secretary
Mark Kennard	Aug-18	Chair and Treasurer
Christi Green	Jul-19	Trustee
Christopher Roundy	Oct-19	Trustee
Joh Cheyne	Sep-20	Trustee
Susan Martinen	Oct-20	Trustee

LAURIE MEEHAN

CAREER OBJECTIVE

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

SUMMARY

Dedicated and skilled professional with over twenty years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward change. Effectively locate and utilize resources from municipal, state, federal and social organizations.

EXPERIENCE

Clinical Director 10/2019- present **Southeastern NH Alcohol and Drug Services**

- Direct supervision of agency clinical programs and personnel in the residential and outpatient programs.
- Provide supervision for MLADC and LADC candidates
- Provide leadership to the clinical interdisciplinary team consistent with ASAM guidelines and level of care criteria.
- Ensure Quality assurance in the maintenance of accurate, complete, timely and high-quality documentation and data collection to meet best practice clinical standards that comply with program policies and procedures, payer requirements and external regulatory standards including electronic (WITS) and paper records.
- Willing to provide one-on-one counseling with clients and or facilitate/lead therapeutic group sessions using Evidence Based Practices, as needed.
- Maintain compliance with federal, state, and local regulations.
- Work closely with Intake Coordinator and Billing Department on all billing information and payments for patients.
- Assist with grant and proposal writing.
- Oversee screening, training, and supervision of existing and new staff to promote, develop and build an effective organization.
- Expand working relationship with organizations, service providers, and other agencies that provide client referrals.
- Assists in preparation of annual operating budget with the Operations Director.
- Assists in the development and implementation of internal policies and procedures.
- Any other duties as assigned by the Board of Trustees.

FOR Women IOP Counselor 10/2014- Present
SOUTHEASTERN NH SERVICES, DOVER, NH

- Responsible for developing and maintaining all clinical records for IOP patients.
- Provide 1:1 and group counseling using Evidence Based Practices and Matrix Model.
- Facilitate and lead therapeutic group sessions.
- Development and update client treatment plans.
- Document all progress notes, treatment notes, etc. in WITS daily.

Addiction Recovery Center Counselor 2003 – 10/2014
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

EMPLOYMENT COORDINATOR, 1993 TO 1995

A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MARBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

ALLOCATIONS COMMITTEE MEMBER, 1994

Greater Seacoast United Way, Portsmouth, NH

RAPE CRISIS COUNSELOR, 1993

Sexual Assault Support Services, Portsmouth, NH

LICENSE

Masters License Drug and Alcohol Counselor NH 2018

License Number 0591

Licensed Drug and Alcohol Counselor NH 2015

EDUCATION

M.S.W., MAY 1997

University of New England Graduate School of Social Work, Biddeford, ME

B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993

University of New Hampshire, Durham, NH

REFERENCES AVAILABLE UPON REQUEST

DENISE M. ELWART

delwart@co.strafford.nh.us, 603-516-8170

EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction*. August 2008
Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI.
Summa cum laude. May 2002
Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

ACCOUNTING AND BUSINESS EXPERIENCE

Executive Director, Southeastern NH Services

Dover, NH Oct 2017 – present

- Implements the policies of the Board of Trustees and is the primary interpreter of those policies both inside and outside the organization.
- Reports monthly to the Board informing them of program and staff operations. Provides the Board with recommendations for policy decisions as required.
- Responsible for compliance with all federal, state and local laws/codes pertaining to programs and facility operations.
- Establish accounting systems and practices to ensure GAAP compliance.
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis.
- Prepare and submit required payroll tax forms, license renewals, insurance credentialing and other government and agency required forms.
- Oversee human resources including new hires, terminations, discipline, annual reviews and benefits.
- Oversee building and maintenance.
- Started as Controller. Promoted to Finance Director in Aug 2018, Operations Director in Apr 2019, and Executive Director Oct 2020

Business Administrator, Michigan State University.

East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervised five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System.

Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations. Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Promoted to Senior Accountant in October, 2008.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Annual Salary	% Paid from this Contract	Amount Paid from this Contract
Denise Elwart	Executive Director	\$95,000	9%	\$ 8,550
Laurie Meehan	Clinical Director	\$87,360	14%	\$12,230

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-12)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH		1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 943-8331	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$12,000
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: <i>Cynthia Whitaker</i> 084333A5D3D8451... Date: 11/27/2020		1.12 Name and Title of Contractor Signatory Cynthia Whitaker President and CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> E9905684863442... Date: 11/28/2020		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: <i>[Signature]</i> On: 11/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



CONTRACT IDENTIFICATION DETAILS

1. Account Numbers for Form P-37, General Provisions

1.1. Box 1.6, Account Number, to include:

1.6. 05-95-92-920510-33820000-102-500734

05-95-92-920510-33840000-102-500734

05-95-92-920510-70400000-102-500734

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A**



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, 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 Integrated Medication Assisted Treatment services through medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall:
- 1.8.4.1. 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.
 - 1.8.4.2. Coordinate care and meet all requirements for the service provided.
 - 1.8.4.3. 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."
 - 1.8.4.4. Provide Integrated Medication Assisted Treatment only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.3 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

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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.
- 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.



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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 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

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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.
- 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.

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- 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.
- 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.

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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.
 - 1.13.1.3. Maintenance of specific policies that include, but are not limited to:

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- 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
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.

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- 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 withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM

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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;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the

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- 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).
 - 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 ^{DS} and

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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;

1.20.3.2. Does not receive services described this contract; and

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; or
 - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff.
- 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.
- 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:

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

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- 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:

- 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^{os}

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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; and

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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. 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 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.

**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. 44.842%, 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. 23.100%, General Funds; and
 - 1.1.3. 32.058%, 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 7, 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 7, 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 service exceeds the amounts specified in Exhibit C-1, Service Fee

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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: Integrated Medication Assisted Treatment (MAT)
 - 6.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:
 - 6.1.1. Medication
 - 6.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 8.1.2 below.
 - 6.1.1.2. 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:
 - 6.1.1.2.1. 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.
 - 6.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.
 - 6.1.1.3. The Contractor shall maintain documentation of the following:
 - 6.1.1.3.1. WITS Client ID Number;

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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- 6.1.1.3.2. Period for which prescription is intended;
- 6.1.1.3.3. Name and dosage of the medication;
- 6.1.1.3.4. Associated Medicaid code;
- 6.1.1.3.5. Charge for the medication;
- 6.1.1.3.6. Client cost share for the service; and
- 6.1.1.3.7. Amount being billed to the Department for the service.

6.1.2. Physician Time

- 6.1.2.1. 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:
 - 6.1.2.1.1. Assessing the client's appropriateness for a medication.
 - 6.1.2.1.2. Prescribing and/or administering a medication.
 - 6.1.2.1.3. Monitoring the client's response to a medication.
- 6.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.
- 6.1.2.3. The Contractor shall maintain documentation of the following:
 - 6.1.2.3.1. WITS Client ID Number;
 - 6.1.2.3.2. Date of service;
 - 6.1.2.3.3. Description of service;
 - 6.1.2.3.4. Associated Medicaid code;
 - 6.1.2.3.5. Charge for the service;
 - 6.1.2.3.6. Client cost share for the service; and
 - 6.1.2.3.7. Amount being billed to the Department for the service.

7. Sliding Fee Scale

- 7.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

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7.2. 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%

7.3. 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.

8. Submitting Charges for Payment

8.1. 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:

- 8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 8.1.5. Submit separate batches for each billing month.

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

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



- 8.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 8.4. 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
- 8.5. 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.
- 8.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 8.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 8.8. 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.
- 8.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 8.10. 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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8.14. 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.

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

9.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

9.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

9.2.1. Make cash payments to intended recipients of substance abuse services.

9.2.2. 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.

9.2.3. 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.

9.2.4. 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.

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

9.3.1. 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

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



relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

10. Audits

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

10.1.1. 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.

10.1.2. 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.

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

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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
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.	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.
1.6.	Integrated Medication Assisted Treatment – Medication	See Exhibit C, Section 6.1	See Exhibit C, Section 6.1

**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

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New Hampshire Department of Health and Human Services
Exhibit D



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

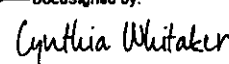
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

11/27/2020

Date

DocuSigned by:

Name: Cynthia whitaker
Title: President and 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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: President and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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Date 11/27/2020

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: President and CEO

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:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia whitaker

Title: President and CEO

Exhibit G

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

Contractor Initials

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CW

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:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia whitaker

Title: President and 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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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

11/27/2020
 Date



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 

11/27/2020
Date



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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials aw

Date 11/27/2020



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

3/2014

Contractor Initials CW

Date 11/27/2020



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.

3/2014

Contractor Initials

CW

11/27/2020
Date



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

11/28/2020

Date

Greater Nashua Mental Health

Name of the Contractor

Cynthia Whitaker

Signature of Authorized Representative

Cynthia Whitaker

Name of Authorized Representative

President and CEO

Title of Authorized Representative

11/27/2020

Date

CW

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:

11/27/2020

Date

DocuSigned by:

Cynthia Whitaker

Name: Cynthia Whitaker

Title: President and 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: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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: <u>Marilou Patalinjug Tyner</u>	Amount: <u>270,000.12</u>
Name: <u>Cynthia Whitaker</u>	Amount: <u>160,500.00</u>
Name: <u>Bettejean Neveux</u>	Amount: <u>119,999.88</u>
Name: <u> </u>	Amount: <u> </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

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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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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

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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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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

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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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

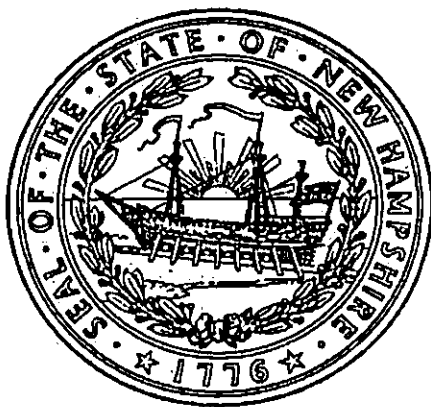
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63050

Certificate Number: 0004927149



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

State of New Hampshire

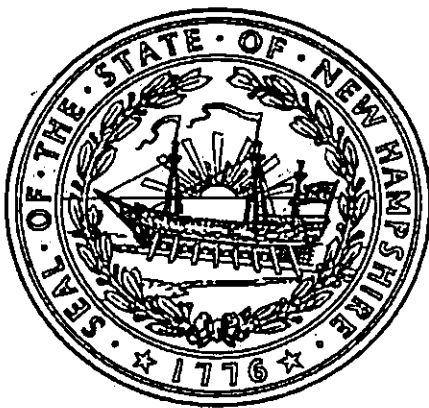
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Pamela Burns, Board Chair, hereby certify that:

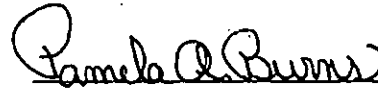
1. I am a duly elected Clerk/Secretary/Officer of Greater Nashua Mental Health

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 27, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Cynthia L. Whitaker, PsyD, MLADC, President and Chief Executive Officer, is duly authorized on behalf of Greater Nashua Mental Health to enter into contracts or agreements with the State 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: 11/27/2020



Signature of Elected Officer

Name: Pamela A. Burns

Title: Board Chair,
Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2020

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 Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C No. Ext): 603-882-2766 FAX (A/C No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Scottsdale Insurance Co	
INSURER B: Selective Insurance Group Inc.	
INSURER C: Eastern Alliance Insurance Group	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 The Community Council of Nashua NH Inc
 100 West Pearl St
 Nashua NH 03060

COMC03

14376

COVERAGES**CERTIFICATE NUMBER:** 177046000**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS1585686	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2291649	11/12/2019	11/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028329	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	03000011395901	1/15/2020	1/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2019	11/12/2020	Each Claim Aggregate \$ 5,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage: NH; no excluded officers.

NH DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2020

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 Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Scottsdale Insurance Co	
INSURER B : Concord Group Ins	
INSURER C : Eastern Alliance Insurance Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 The Community Council of Nashua NH Inc
 100 West Pearl St
 Nashua NH 03060

COMCO3

14376

COVERAGES

CERTIFICATE NUMBER: 356145871

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		OPS1585686	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		20038992	11/12/2020	11/12/2021	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	03000011395901	1/15/2020	1/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1988		OPS1585686	11/12/2020	11/12/2021	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage: NH; no excluded officers.

DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER

CANCELLATION

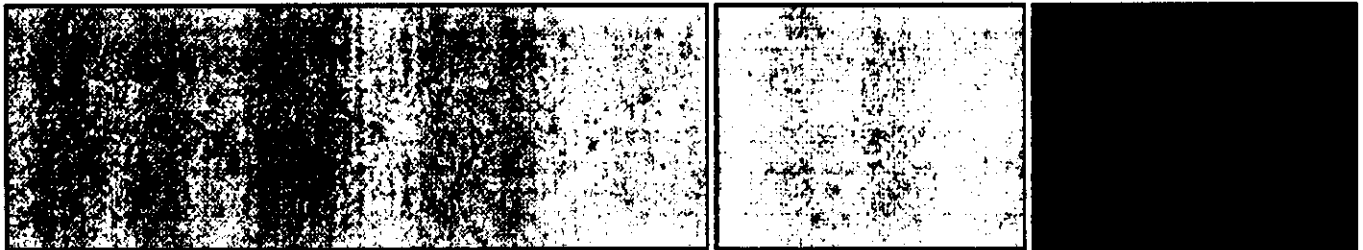
DHHS 129 Pleasant St. Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.



GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health (the 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 revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

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

BOARD OF DIRECTORS

The Community Council of Nashua, NH

d/b/a Greater Nashua Mental Health

Page 2

Report on Summarized Comparative Information

We previously audited the financial statements of the Organization as of and for the year ended June 30, 2018, and in our report dated October 24, 2018 we expressed an unmodified opinion on those statements. As part of our audit of the 2019 financial statements, we also audited the adjustments to the 2018 financial statements to retrospectively apply the change in accounting as described in the following paragraph. In our opinion, such adjustments are appropriate and have been properly applied, and the summarized comparative information presented herein as of and for the year ended June 30, 2018 is otherwise consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), during the year ended June 30, 2019. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire

October 23, 2019

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Financial Position

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

	<u>2019</u>	<u>2018</u>
ASSETS		
Cash and cash equivalents	\$ 2,450,691	\$ 1,464,134
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$868,900 in 2019 and \$174,846 in 2018	1,327,181	1,829,455
Investments	1,853,735	1,763,228
Prepaid expenses	215,098	177,199
Property and equipment, net	<u>3,051,239</u>	<u>2,933,666</u>
Total assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 575,082	\$ 271,513
Accrued payroll and related activities	914,303	371,681
Estimated third-party liability	-	950,075
Accrued vacation	372,238	322,611
Deferred revenue	8,930	-
Notes payable, net of unamortized deferred issuance costs	1,460,491	1,544,974
Capital lease obligation	<u>-</u>	<u>5,759</u>
Total liabilities	<u>3,331,044</u>	<u>3,466,613</u>
Net assets		
Without donor restrictions		
Undesignated	3,195,674	2,397,774
Board designated	<u>2,096,407</u>	<u>2,044,023</u>
Total without donor restrictions	5,292,081	4,441,797
With donor restrictions	<u>274,819</u>	<u>259,272</u>
Total net assets	<u>5,566,900</u>	<u>4,701,069</u>
Total liabilities and net assets	<u>\$ 8,897,944</u>	<u>\$ 8,167,682</u>

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

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

	2019			2018
	Without Donor Restrictions	With Donor Restrictions	Total	
Revenues and support				
Program service fees, net	\$ 12,564,103	\$ -	\$ 12,564,103	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	2,244,369	-	2,244,369	1,667,297
Federal grants	305,915	-	305,915	523,627
Rental income	8,886	-	8,886	10,638
Contributions and support	153,665	-	153,665	138,800
Other	462,233	-	462,233	189,711
Total revenues and support	15,739,171	-	15,739,171	13,072,623
Expenses				
Program services				
Children's and adolescents' services	1,880,533	-	1,880,533	1,449,647
Adult services	3,952,548	-	3,952,548	3,988,401
Elderly services	513,666	-	513,666	453,161
Deaf services	391,655	-	391,655	344,051
Substance abuse disorders	610,322	-	610,322	532,094
Medical services	1,572,645	-	1,572,645	1,540,437
Other programs	1,648,908	-	1,648,908	1,181,923
Total program services	10,570,277	-	10,570,277	9,489,714
General and administrative	4,370,159	-	4,370,159	2,995,802
Development	40,834	-	40,834	70,885
Total expenses	14,981,270	-	14,981,270	12,556,401
Income from operations	757,901	-	757,901	516,222
Other income				
Investment income, net	26,241	4,418	30,659	26,103
Realized and unrealized gains on investments	66,142	11,129	77,271	41,184
Total other income	92,383	15,547	107,930	67,287
Excess of revenues and support and other income over expenses and change in net assets	850,284	15,547	865,831	583,509
Net assets, beginning of year	4,441,797	259,272	4,701,069	4,117,560
Net assets, end of year	\$ 5,292,081	\$ 274,819	\$ 5,566,900	\$ 4,701,069

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

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 4,118,951	\$ 5,187,019	\$ 882,885	\$ 218,269	\$ 283,540	\$ 851,596	\$ 563,190	\$ 12,105,430	\$ 468,673	\$ -	\$ 12,564,103
New Hampshire Bureau of Behavioral Health	142,426	663,132	-	326,407	2,581	-	1,104,823	2,239,369	5,000	-	2,244,369
Federal grant	-	37,413	-	-	122,178	-	146,324	305,815	-	-	305,815
Rental income	-	3,320	-	-	-	-	-	3,320	5,596	-	8,886
Contributions and support	-	-	100	-	-	-	-	100	416	153,147	153,663
Other	-	1,024	9,608	-	307,213	-	-	317,845	252,318	-	670,163
Total revenues and support and other income	<u>\$ 4,261,377</u>	<u>\$ 5,891,808</u>	<u>\$ 892,873</u>	<u>\$ 644,676</u>	<u>\$ 715,512</u>	<u>\$ 851,596</u>	<u>\$ 1,814,337</u>	<u>\$ 14,071,979</u>	<u>\$ 721,975</u>	<u>\$ 153,147</u>	<u>\$ 15,847,101</u>

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

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2019

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 4,261,377	\$ 5,891,908	\$ 892,673	\$ 544,876	\$ 715,612	\$ 851,596	\$ 1,814,337	\$ 14,971,979	\$ 721,976	\$ 153,147	\$ 16,847,101
Expenses											
Salaries and wages	1,359,296	2,787,149	368,596	250,612	472,982	789,291	1,126,059	7,163,084	1,957,669	18,446	9,129,199
Employee benefits	280,281	482,280	62,740	43,991	44,502	99,149	180,840	1,193,583	312,863	4,497	1,810,863
Payroll taxes	101,401	207,115	27,607	18,994	35,225	53,823	76,229	620,394	145,360	1,407	887,161
Substitute staff	-	-	-	-	-	-	-	-	13,574	-	13,574
Accounting	-	-	-	-	-	-	130	130	86,811	23	86,964
Legal fees	-	8,724	2,524	-	-	-	2,699	13,947	41,082	-	55,029
Other professional fees	6,989	14,576	6,884	22,429	7,664	609,745	153,766	821,053	180,959	5,118	1,007,130
Journals and publications	-	-	-	-	-	-	-	-	175	-	175
Conferences	2,229	2,476	49	5,186	5,293	894	4,253	20,380	10,749	-	31,129
Other staff development	2,110	2,428	490	-	-	538	8,488	12,052	30,904	-	42,956
Mortgage interest	-	-	-	-	-	-	-	-	75,635	-	75,635
Heating costs	-	-	-	-	-	-	-	-	29,036	-	29,036
Other utilities	-	365	-	-	-	-	-	365	109,650	-	109,615
Maintenance and repairs	-	3,480	-	-	-	-	-	3,480	265,464	-	268,944
Other occupancy costs	-	-	-	-	-	-	-	-	83,337	-	83,337
Office	8,938	8,371	522	330	3,732	5,550	19,670	45,113	457,500	5,259	607,872
Building and household	162	-	-	-	-	-	-	162	39,424	-	39,586
Food	326	1,248	-	-	510	132	991	3,207	5,591	32	11,830
Advertising	-	-	-	-	-	-	3,686	3,686	-	65	3,751
Printing	1,236	2,699	184	287	144	292	534	5,376	1,737	4,639	11,752
Communication	10,215	36,007	4,540	5,310	2,512	147	7,900	68,631	122,674	-	189,505
Postage	22	16	-	-	-	28	-	66	7,303	611	7,980
Staff	40,448	144,210	20,539	31,723	3,033	1,384	19,614	260,849	8,898	166	269,913
Client services	30,200	181,975	220	5	15,118	215	3,247	230,980	1,200	-	232,180
Malpractice insurance	-	-	-	-	-	-	-	-	147,439	-	147,439
Vehicle insurance	-	-	-	-	-	-	-	-	1,294	-	1,294
Property and liability insurance	-	-	-	-	-	-	-	-	61,289	-	61,289
Other interest	-	-	-	-	-	-	-	-	1,316	-	1,316
Depreciation	37,844	69,346	18,496	12,389	20,381	12,457	37,672	208,585	55,877	409	264,871
Equipment rental	-	-	-	-	-	-	90	90	53,490	-	53,580
Equipment maintenance	-	-	-	-	-	-	-	-	3,573	-	3,573
Membership dues	766	76	275	399	126	-	2,255	3,916	43,356	-	47,272
Other	53	8	-	-	-	-	3,087	3,148	15,740	252	19,140
Total expenses before allocation	1,880,533	3,952,848	613,666	391,655	610,322	1,672,645	1,648,908	10,570,277	4,370,159	40,634	14,981,270
General and administrative allocation	972,846	2,389,185	351,277	154,286	276,221	(721,049)	191,727	3,614,472	(3,630,233)	15,781	-
Total expenses	2,853,379	6,341,713	964,943	545,941	886,543	851,596	1,840,635	14,184,749	739,926	56,415	14,981,270
Change in net assets	\$ 1,407,999	\$ (449,805)	\$ 27,630	\$ (1,285)	\$ (171,031)	\$ -	\$ (26,298)	\$ 787,230	\$ (17,951)	\$ 96,552	\$ 855,831

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

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Statement of Cash Flows

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 865,831	\$ 583,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	265,718	251,257
Net realized and unrealized gains on investments	(77,271)	(41,184)
Provision for bad debt	1,763,837	1,286,950
Gain on sale of assets	-	441
Changes in operating assets and liabilities		
Accounts receivable	(1,261,563)	(1,658,315)
Prepaid expenses	(37,899)	14,164
Accounts payable and accrued expenses	407,847	20,655
Accrued payroll and related expenses and vacation	592,249	17,690
Estimated third-party liability	(950,075)	817,600
Deferred revenue	<u>8,930</u>	<u>-</u>
Net cash provided by operating activities	<u>1,577,604</u>	<u>1,292,767</u>
Cash flows from investing activities		
Purchases of investments	(561,223)	(618,427)
Proceeds from the sale of investments	547,987	629,301
Purchase of property and equipment	<u>(486,724)</u>	<u>(207,305)</u>
Net cash used by investing activities	<u>(499,960)</u>	<u>(196,431)</u>
Cash flows from financing activities		
Net repayment on the line of credit	-	(248,224)
Principal payments on notes payable and capital lease obligations	<u>(91,087)</u>	<u>(128,532)</u>
Net cash used by financing activities	<u>(91,087)</u>	<u>(376,756)</u>
Net increase in cash and cash equivalents	986,557	719,580
Cash and cash equivalents, beginning of year	<u>1,464,134</u>	<u>744,554</u>
Cash and cash equivalents, end of year	<u>\$ 2,450,691</u>	<u>\$ 1,464,134</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 42,563</u>	<u>\$ 146,843</u>

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

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recently Adopted Accounting Pronouncement

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU was adopted by the Organization for the year ended June 30, 2019.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its 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.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

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 statement of activities.

All contributions are considered to be available for operational 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 donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets 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 their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2018 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. At June 30, 2019, management determined the Organization was within minimum threshold levels and did not need to recognize a potential repayment to third party organizations.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2019 and 2018. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2019, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents available for operations	\$ 1,933,201	\$ 924,067
Accounts receivable, net	<u>1,327,181</u>	<u>1,829,455</u>
Financial assets available to meet general expenditures within one year	<u>\$ 3,260,382</u>	<u>\$ 2,753,522</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2019. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 85% and 76% of the Organization's net program service fees for 2019 and 2018, respectively. Net revenues from the Medicaid program accounted for approximately 8% and 11% of the Organization's net program service fees for 2019 and 2018, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2019 and 2018 from those major sources is as follows:

	<u>2019</u>	<u>2018</u>
Private pay	\$ 1,162,551	\$ 1,401,634
Medicaid	1,997,276	1,880,676
Medicare	1,083,321	1,147,556
Other payers	797,098	916,677
Managed care	<u>19,050,284</u>	<u>16,899,789</u>
	<u>24,090,530</u>	<u>22,246,332</u>
Less: Contractual adjustments	(2,912,404)	(4,426,265)
Capitation adjustments	(6,850,186)	(5,990,567)
Provision for bad debt	<u>(1,763,837)</u>	<u>(1,286,950)</u>
	<u>(11,526,427)</u>	<u>(11,703,782)</u>
Program service fees, net	<u>\$ 12,564,103</u>	<u>\$ 10,542,550</u>

The increase in bad debt expense in 2019 as compared to 2018 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2019</u>	<u>2018</u>
Private pay	34 %	34 %
Medicaid	31	31
Medicare	6	15
Other	9	10
Managed care	<u>20</u>	<u>10</u>
	<u>100 %</u>	<u>100 %</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2019</u>	<u>2018</u>
Common stocks	\$ 738,894	\$ 554,946
Equity mutual funds	258,423	403,223
U.S. Treasury bonds	487,623	436,769
Corporate bonds	255,204	270,297
Corporate bond mutual funds	<u>113,591</u>	<u>97,993</u>
	<u>\$ 1,853,735</u>	<u>\$ 1,763,228</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH**

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>Level 1</u>	<u>2019</u> <u>Level 2</u>	<u>Total</u>
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>

	<u>Level 1</u>	<u>2018</u> <u>Level 2</u>	<u>Total</u>
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Mortgage-backed securities	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

	<u>2019</u>	<u>2018</u>
Land, buildings and improvements	\$ 5,539,240	\$ 5,028,346
Furniture and equipment	318,374	284,824
Computer equipment	278,083	254,861
Software	706,407	684,047
Vehicles	33,191	-
Construction in process	<u>-</u>	<u>240,773</u>
	6,875,295	6,492,851
Less accumulated depreciation	<u>(3,824,056)</u>	<u>(3,559,185)</u>
Property and equipment, net	<u>\$ 3,051,239</u>	<u>\$ 2,933,666</u>

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH

Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2019, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2019 and 2018, the Board of Directors approved a flat appropriation of \$40,000 from board-designated endowment funds to support current operations.

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Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2019 and 2018.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 274,819	\$ 274,819
Board-designated endowment funds	<u>1,596,406</u>	<u>-</u>	<u>1,596,406</u>
	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

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Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2018	\$ 1,544,023	\$ 259,272	\$ 1,803,295
Investment return	92,383	15,547	107,930
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2019	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

The endowment net asset composition by type of fund as of June 30, 2018 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 259,272	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 249,797	\$ 1,775,808
Contributions	200	-	200
Investment return	57,812	9,475	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 259,272</u>	<u>\$ 1,803,295</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH
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Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.5% at June 30, 2019). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2019 or 2018. The line of credit agreement has a maturity date of February 28, 2020.

Notes Payable

The Organization had the following notes payable:

	<u>2019</u>	<u>2018</u>
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property.	\$ 836,858	\$ 888,676
Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>624,817</u>	<u>658,329</u>
	1,461,675	1,547,005
Less: unamortized deferred issuance costs	<u>(1,184)</u>	<u>(2,031)</u>
Total notes payable	<u>\$ 1,460,491</u>	<u>\$ 1,544,974</u>

The scheduled maturities on notes payable are as follows:

2020	\$ 77,170
2021	81,662
2022	86,192
2023	90,972
2024	1,125,679

Cash paid for interest approximates interest expense.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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Notes to Financial Statements

June 30, 2019

(With Comparative Totals for June 30, 2018)

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2019.

9. Commitments and Contingencies

Operating Leases

Rent expense of \$13,823 and \$12,079 for various equipment was incurred for the years ended June 30, 2019 and 2018, respectively, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the years ending June 30 are as follows:

2020	\$ 11,474
2021	2,093
2022	2,093
2023	2,093
2024	<u>349</u>
	<u>\$ 18,102</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2019 and 2018. Expenses associated with this plan were \$141,033 and \$102,941 for the years ended June 30, 2019 and 2018, respectively.



BOARD OF DIRECTORS 2020

ROBERT S. AMREIN, Esquire <ul style="list-style-type: none">• <i>Retired: Attorney / Consultant</i>	Hudson, NH
PAMELA BURNS - Chair <ul style="list-style-type: none">• <i>Dental Hygienist</i>	Nashua, NH
CHRISTINE FURMAN <ul style="list-style-type: none">• <i>Retired: Financial Management (2-Term) NH State Representative</i>	Hollis, NH
JONE LABOMBARD - Secretary <ul style="list-style-type: none">• <i>Retired Educator</i>	Hollis, NH
KAREN LASCELLE, CPA - Treasurer <ul style="list-style-type: none">• <i>Certified Public Accountant</i>	Nashua, NH
ROBYN MOSES-HARNEY <ul style="list-style-type: none">• <i>Vice President of Human Resources, PlaneSense, Inc., Portsmouth</i>	Hudson, NH
ELIZABETH SHEEHAN <ul style="list-style-type: none">• <i>Director, HR Solution Delivery Hub No. America, Iron Mountain</i>	Litchfield, NH
MARY ANN SOMERVILLE <ul style="list-style-type: none">• <i>Retired: Software design, development, support</i>	Litchfield, NH
DIANE VIENNEAU - Vice Chair <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i>	Nashua, NH
LISA YATES <ul style="list-style-type: none">• <i>NH Department of Education, Nashua</i>	Nashua, NH

ANGELA DUNHAM

Objective: To obtain a counseling internship position that will utilize my knowledge and experience and expand upon my current skills. Qualifications: Client-focused professional with strengths in verbal skills, multitasking and counseling technique.

EXPERIENCE

8/2018- PRESENT

INTENSIVE OUTPATIENT CLINICAL INTERN, ADDICTION RECOVERY SERVICES

I co-facilitate addiction recovery process groups under the supervision of licensed staff. Experience with group counseling, client-centered approach, CBT, motivational interviewing and psychoeducation. Weekly 1 Hour Supervision with Crystal McKenna, LMHC, IOP Coordinator & Primary Therapist

9/2018- PRESENT

**CERTIFIED MEDICAL ASSISTANT, COMPLETE STAFFING SOLUTIONS, SCOTT DIEHL
PRIMARY CARE AT CMC**

As an internal medicine medical assistant I support the team with a transition to Centricity EMR. I prep charts for scanning, update electronic records and provide clinical and administrative support to the provider, staff and patients.

7/2018-8/2018

FUNCTIONAL SUPPORT SPECIALIST, HARBOR HOMES

I utilized evidence-based practice to assist clients with meeting treatment goals in the community.

3/2018-6/2018

PEDIATRIC MEDICAL ASSISTANT, LONDONDERRY PEDIATRICS

I triaged patients using the Barton Schmitt Pediatric Protocol. Responsible for rooming patients for pediatrician which included obtaining the problem, HPI, vital signs, social history and reviewing medication/allergies. I was also responsible for point-of-care testing, order entry and treatment follow up.

6/2017 – 2/2018

**CERTIFIED MEDICAL ASSISTANT/RECOVERY SUPPORT, PROGRAM FOR ADDICTIVE
DISORDERS AT CONCORD HOSPITAL**

I supported the MAT (Medication-Assisted Treatment) team in meeting the patient's individual goals. I did recovery check-ins at each visit and support the team's clinical needs. I provided recovery resources and communicated with community partners to facilitate patient care.

8/2008 – 6/2017

CERTIFIED MEDICAL ASSISTANT, CONCORD HOSPITAL FAMILY HEALTH CENTER

I collaborated with providers in a multidisciplinary team to provide patient-centered care. My responsibilities included assisting physicians, maintaining records, care coordination, vaccine program manager, point-of-care testing, injections and medical assistant training.

EDUCATION

EXPECTED AUGUST 2019

MASTERS OF SCIENCE – CLINICAL MENTAL HEALTH COUNSELING, NEW ENGLAND COLLEGE

GPA 3.81 Relevant coursework: Internship I, Ethics, Psychopharmacology, Addictions, Abnormal Psychopathology, Clinical Counseling Theory, Social & Cultural Foundations, Crisis Intervention, Clinical Counseling Technique, Human Growth & Development, Dialectical Behavior Therapy, Group Counseling, Family Systems, and Career & Lifestyle Development.

SEPTEMBER 2016

BACHELOR OF ARTS - PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Specialization: Mental Health Counseling

Relevant coursework: Abnormal Psychology, Cognitive Psychology, Anthropology, Sociology, Philosophy, Counseling Techniques, Healthcare Delivery Systems, Statistics, Research Statistics for Psychology, Biopsychology, and Addictions.

JUNE 2008

ASSOCIATE OF SCIENCE - MEDICAL ASSISTING, HESSER COLLEGE

Relevant coursework: Information Technology, Office Administration, Medical Terminology, Medical Coding, Algebra, Biology, Psychology, and Philosophy.

SKILLS

- Motivational Interviewing
- CBT
- EMR: Cerner, EclinicalWorks, Centricity
- Care Coordination
- Patient Advocacy/Safety
- Microsoft Office

ACTIVITIES

- Member of the National Society for Leadership and Success – an honor society with a mission to create lasting positive change in people's lives.
- Member of American Counseling Association
- Member of American Association of Christian Counselors.
- I am certified as a medical assistant through the American Association of Medical Assistants and have a current Basic Life Support Certification through the American Heart and American Stroke Association. I am also certified in MOAB (Management of Aggressive Behavior) through MOAB Training International.
- Professional Development Courses: A3 Thinking- Lean Approach to Problem Solving, Understanding Personalities in the Workplace, Crucial Conversations, Motivational Interviewing, CCAR – Addiction Recovery, HIV/AIDS and Suicide Prevention.

Christina M. Minasian Hunt, MS

EDUCATION

09/2011– Present **PsyD (anticipated August 25, 2018)**
Masters of Science – June 1, 2014
Antioch University, New England
40 Avon Street, Keene, NH 03431
Clinical Psychology

01/2002– 05/2005 **Bridgewater State College**
131 Summer Street, Bridgewater, MA 02325
Bachelor of Science in Psychology, Cum Laude
Minor in Forensic Psychology

09/2001– 12/2001 **Assumption College**
500 Salisbury Street, Worcester, MA 01609
Matriculated in BA and Foundations programs

GRADUATE CLINICAL EXPERIENCE

9/2016– 8/25/2018 **Predoctoral Intern**
BHN The Carson Center
Westfield, MA
Supervisors: David Arbeitman, PhD, Francine Lorimer, PsyD, Lisa Rasco, PhD, and Margo Townley, MSW, PsyD

- Provide individual and group therapy in a community mental health center
- Tailor assessment, conduct cognitive and personality testing, and provide feedback to clients
- Concentrations: substance use and dual-diagnosis assessment and treatment, trauma assessment and treatment, DBT program (including group facilitation), and second offender DUI program
- Provide supervision to predoctoral practicum students
- Participation in seminars, supervision, and peer supervision
- Provided the Center with a seminar in basic ASAM criteria assessment
- Lead intern cohort in conducting a program evaluation for the DBT program

- 8/2015-
6/2016 **Psychometrician Extern**
Comprehensive Counseling Connections
Bow, NH
Supervisors: Pamela Gallant, PsyD & Christina Flanders, PsyD
- Conduct cognitive and personality assessments for children and adults
 - Score, interpret, and create reports including individualized recommendations for each client
 - Consult about technology, including web page development, organization, and program development
- 7/2014-
Present **Substance Abuse Clinician**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., MLADC
- Was offered paid employment at the conclusion of my practicum contract and subsequently hired as a clinician
 - Increased my understanding of the pharmacology of substances and their impacts on individuals, their families, and social networks
 - Independently lead a weekly IOP group
 - Complete insurance authorizations for services
 - Deliver LADC evaluations and recommend treatment
- 8/2013-
6/2014 **Practicum Student**
Greater Nashua Mental Health Center (GNMHC)
Substance Abuse Services
Nashua, NH
Supervisor: Cynthia Whitaker, Psy.D., M-LADC
- Provide individual and intensive outpatient program (IOP) group therapy to individuals with substance use disorders
 - Participated in weekly group and individual supervision with peers and the supervising psychologist
 - Conduct court-ordered mental health evaluations that include evidence-based assessment tools, diagnostic impressions, and recommendations
- 6/2012 –
6/2013 **Practicum Student**
Antioch Psychological Services Center (PSC)
Antioch University New England
Keene, NH
Supervisors: James Fauth, Ph.D. & Susan Hawes, Ph.D.
- Provided therapy for individuals and groups
 - Co-facilitated Cognitive Self Change group for Individuals with a history of incarceration and/or probation

- Delivered therapy and coordinated treatment for inmates at Cheshire County House of Corrections (CCHOC)
- Trained in and conducted cognitive and personality assessments
- Composed initial contacts, intake interviews, progress notes, termination summaries, letters, etc. for documentation
- Attended to scheduling, payments, and other administrative tasks

RELEVANT EMPLOYMENT HISTORY

12/2007–
6/2012

Community and Family Support Specialist
Monadnock Family Services
Keene, Peterborough, and Jaffrey, NH
Supervisor: Mark Bromley, Ph.D., LMFT

- Supported older adult clients (60+ years of age) in the community to encourage independence and distress tolerance
- Worked at a high level of autonomy and organization to be in the community without the resources of a daily office-setting
- Collaborated with clients, families, inter-agency providers, and a multidisciplinary treatment team to establish treatment goals and objectives
- Organized and facilitated weekly therapeutic behavioral groups
- Attended regular intra-agency and inter-agency trainings, including Dialectical Behavioral Therapy (DBT), Motivational Interviewing, Treatment Planning, etc.

07/2007–
11/2007

Teacher's Assistant
South Bay Mental Health, Early Intervention
Brockton, MA
Supervisor: Amy Miner-Fletcher, LMHC, CEID

- Assisted Occupational Therapists/teachers in classrooms for children ages 1–3 deemed to be at-risk for developmental disabilities
- Regularly worked in bilingual (Spanish/English) classes and communicated in Spanish when appropriate
- Independently compiled community resource guide for parents and staff

06/2006–
07/2007

Case Manager
South Bay Mental Health, Partial Hospital Program
Plymouth, MA
Supervisor: Nicole Costa, MSW, LICSW

- Supported clients (aged 18+) experiencing acute symptoms of a variety of mental illnesses as a step-down or diversion from inpatient hospitalization
- Worked with a multidisciplinary treatment team to coordinate

treatment strategies

- Organized treatment plans, assessments, intakes
- Daily responsibilities included coordinating inter-agency treatment team meetings with clients, their families and outer agency providers, including the Department of Mental Health, Social Security, and local probation departments
- Co-facilitated clinical groups with licensed therapists
- Made regular calls to insurance companies to update status of clients and receive prior authorizations for service

GRADUATE RESEARCH EXPERIENCE

- 9/2015-3/2016 **Senior Research Assistant**
Center for Behavioral Health Innovation (BHI)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D. & Megan Edwards, PsyD
- Coordinate with UMass Lowell to perform a second iteration of the Community Readiness Assessment (after having performed the initial CRA in 2012-2013 – see below)
 - Interview UML faculty, staff, and students using CRA structured interview
 - Code and achieve consensus on scoring with student research assistant
 - Compose and present report to Garret Lee Smith Team at UML
- 11/2013 – 3/2018 **Program Evaluator**
Hillsborough South County Adult Drug Court
Hillsborough South Country Superior Court
Nashua, NH
- Function as an evaluation consultant to the drug court development team as they began to establish a new drug court
 - Attended local and distant meetings and conferences held by the National Association of Drug Court Professionals (NADCP)
- 9/2012 – 5/2013 **SAMHSA Garrett Lee Smith Project Coordinator**
Center for Research on Psychological Practices (CROPP)
Antioch University New England
Keene, NH – Lowell, MA
Supervisors: George Tremblay, Ph.D.
- Functioned as evaluation team member and liaison between CROPP and UMass Lowell (UML) as UML prepared to implement a suicide-prevention program
 - Prepared variety of documents, including IRB applications, Informed consent dialogs, Interview scripts, letters, etc.
 - Adapted Community Readiness Assessment (CRA) tool for suicide

prevention at UML

- Conducted and coded a series of CRA interviews with UML campus representatives (from faculty, staff, administration, students, etc.)
- Co-authored and presented an evaluation report to UML team

UNDERGRADUATE INTERNSHIP & RESEARCH EXPERIENCE

- 01/2005–
05/2005 **Intern**
 Department of Probations and Drug Court Program
 Cambridge District Court
 Cambridge, MA
 Supervisor: Marie Burke
- Observed and conducted basic administrative and courtroom procedures
 - Attended weekly Drug Court rehabilitation program sessions to review the status of participants in the drug-court program
 - Initiated, completed and presented a brief program evaluation for the Drug Court
- 08/2004–
05/2005 **Student Research Associate**
 Massachusetts Aggression Reduction Center (MARC)
 Bridgewater State College, Bridgewater MA
 Supervisor: Elizabeth Kandel-Englander, Ph.D.
- Selected by Dr. Englander to assist in establishing MARC (<http://webhost.bridgew.edu/marc/>), a state-funded program instituted to provide anti-bullying and anti-cyberbullying programs to K-12 students in order to take charge of the growing aggression and bullying problems in schools

ADDITIONAL CLINICAL & PROFESSIONAL TRAINING

- 10/2017 **Cognitive Processing Therapy for PTSD**
- Training provided by CPT for PTSD developers
 - Training focused on the development, research, and refinement of the most updated CPT model
 - Emphasis was placed on providing CPT to military personnel and civilians
 - Introduced use of CPT in group settings
- 12/7/2015 **Military Culture Training for NH Service Providers**
- Training focused on military organization, military culture, reintegration of veterans, stigma associated with veterans
 - Topics will also cover deployment cycles, PTSD, TBI, and military family challenges

- 10/6-7/2015 **Matrix Model Training**
- The Matrix model is a cognitive-behavioral, evidence-based model that was designed to treat individuals with substance use disorders.
 - Instructed in the Matrix model, its implementation, and its fidelity assessment by the Matrix Institute
 - Learned both the Basic Core and Criminal Settings Matrix models
- 10/2-3/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet – Facing Complex Issues**
- Seminars focused on research, program evaluation, ethics, and addiction
 - Collaborated with the Hillsborough County Adult Drug Court team about programmatic changes consistent with new research
- 10/1-2/2014 **New England Association of Drug Court Professionals Conference: Where Justice and Treatment Meet**
- Attended seminars focused on research, administration of incentives and sanctions, inclusion of Vivitrol in drug courts, MRT, and assessment for drug court participant's needs
- 9/3/2015 **New Hampshire Specialty Courts 6th Annual Conference**
- Attended seminars focused on research, addictions, treatment, distinguishing the multiple roles of drug court team members, and including trauma-informed care in drug court treatment
- 9/5/2014 **New Hampshire Specialty Courts 5th Annual Conference**
- Attended seminars focused on the drug court model, relapse prevention, medically-assisted treatment in drug court, and contingency management
- 7/11-13/2014 **The Albert Ellis Institute: 3-Day Primary Certificate Practicum In Rational Emotive Behavior Therapy (REBT) and Cognitive Behavior Therapy**
- Received instruction in the history, conceptualization, and practice of REBT
 - Learned the ABC model of REBT
 - Participated in small-group peer-supervision sessions
 - Practiced REBT in brief individual sessions with other trainees in the small-group supervision groups
 - Provided and received feedback in the peer supervision group
- 9/13/2013 **New Hampshire Specialty Courts 4th Annual Conference**
- Attended seminars introducing Veteran's Courts, the drug court model, and treating co-occurring disorders
- 4/19/2012 **Trauma Informed Care: Trauma and Its Neurobiological Effects, Self-Regulatory Tools, Trauma Recovery, and Healing Through the Arts (SAMHSA)**
- Presentation focused on the physiological effects of trauma
 - Discussed evidence-based treatment options that respond to the physiological effects of trauma

PUBLICATIONS

- 7/14/2015 **Another View – A drug court for Manchester is a good investment**
New Hampshire Union Leader
Editorial Submission
- Published an editorial in response to the Manchester county legislation's decision to not fund a drug court
 - Advocated that drug courts promote public safety, public health, and humanitarian efforts, and are cost effective.
 - Available at:
www.unionleader.com/apps/pbcs.dll/article?AID=%2F20150715%2FOPINION02%2F150719544&source=RSS
- 3/12/2018 **Dissertation: Fidelity Assessment of the Hillsborough South County Drug Court**
Chair: George Tremblay, Ph.D.
Committee Members: Cynthia Whitaker, PsyD and Dion Dennis, PhD
- Completed a mixed methods fidelity assessment to investigate the court's adherence to the Ten Key Components (NADCP, 1997) and Best Practice Standards (NADCP, 2013)
 - Implemented Utilization-Focused Evaluation methodology (Patton, 2012)
 - This research is being used by the court to inform their practices as they develop their program.

SCHOLARSHIPS, MEMBERSHIPS, AND AWARDS

- In process **NH Master Licensed Alcohol and Drug Counselor**
Application pending
- 09/2014-Present **APA Division 12: Society of Clinical Psychology**
09/2013- 5/2015 Graduate Student Affiliate
Support Group for Ethnic and Racial Diversity (SERD)
Member
Chair – Genocide Awareness Committee
- Co-authored and delivered a lecture with a fellow student to first-year students about modern genocide and transgenerational trauma
- 09/2011–
05/2012 **Jonathan Daniels Scholarship**
- 05/2012–
Present **American Psychological Association**
Graduate Student Affiliate
- 03/2012 –
Present **New Hampshire Psychological Association**
Graduate Student Affiliate

Lucille M. Care, MA, NCC

With Hope and Confidence anything is possible,
-Dr Seuss

Education

Antioch University, Keene, NH **Sep. 2014- May 2017**
Master's degree - Clinical Mental Health Counselor/Substance Abuse-Addictions Concentration

Internship Harbor Homes, Nashua, NH **Aug. 2016-May 2017**

- PHP Dual Diagnosis- (Substance Use and Mental Health) Intakes/treatment plans, referrals, discharges)
- Pre- Authorizations, Concurrent reviews
- Court Reports
- Group Therapy/Individual Therapy
- Centricity (EMR) -medical records program

Internship-Rivier University, Nashua, NH **Sept.2015-May 2016**

- Individual counseling, intakes, treatment plans, referrals
- Group counseling; test anxiety, mindfulness, stress management
- Substance use-mandated clients
- Mental Health check in day
- Suicide training

Bridgewater State College, Bridgewater, MA **May 1985**
Bachelor of Arts- Sociology

Internship-Veterans Administration, Brockton, MA
• Individual & Group Counseling

Internship-Plymouth House of Corrections, Plymouth, MA
• Individual counseling
• Research-statistical data

Professional Certificates & Licensures

CPR/AED- Adult and pediatric first aid certification #153495594794279	8/22/2018
MOAB –Management of Aggressive Behaviors	4/2018
NBCC- National Certified Counselor	4/2017
DBART- Disaster Behavioral Response Team-NH	2015-present
NH Licensed Nursing Assistant- 051291-24 (Inactive)	2013-2015

Affiliations

American Mental Health Counselor Association
Chi Sigma Iota Honor Society

Career History

- 7/23/2018- pres. **Primary Therapist- New England Wellness and Recovery**
- Group Therapy- (evidence based -curriculum, expressive arts)
 - Individual Therapy- (case load 7-10 avg)
 - Clinical summaries, treatment plans, ASAM criteria
 - Discharges summaries, behavior contracts, continuum of care
 - Kipu- electronic medical records
 - Weekly clinical supervision/team meetings
- 5/1/17-6/15/2018 **Clinician - Harbor Homes Wellness, Partial Hospitalization Program**
- Group therapy- (evidence-based curriculum)
 - Individual Therapy; intakes, treatment plans, referrals, ins. pre-auth/reviews, discharges, court reports
 - Case management- housing, food, recovery meetings, clothing, rides
 - Weekly supervision
 - Pre-auth/concurrent reviews- insurance
 - Trainings- Nar can, MOAB, Crisis/suicide-CALM
- 5/11-6/17 **Home Health Care Provider- Easter Seals**
- Adult foster care of individual with developmental disability
 - Work with client to assimilate into community
 - Maintain/Implementation of patient medical and behavioral records
 - Provide a safe and caring environment
 - Scheduling of monthly goals/activities for client
 - Adhere to all company and state regulations
 - Medication certified for home
- 2/14-12/16 **Elderly Home Care, Self Employed**
- Set up appointments
 - Provide community resources to clients
 - Assist/encourage daily living skills
 - Provide transportation

- 11/13- 2/14 **LNA, Private Duty, Home Health and Hospice Care, Merrimack, NH**
- Provide a safe and caring environment
 - Light House keeping
 - Encourage fluids
 - Reminding of medications
 - Provide transportation
- 09/09-5/11 **Self Employed, Dolly Ciampa, Jewelry**
- Jewelry making and repair
 - Maintain profit and loss
 - All aspects of repair work, stone setting, wax
 - Fabrication, sizing's, stone replacement
- 8/06-09/09 **Repair Shop Manager, Sterling Inc, Manchester, NH.**
- Implement action plans/Performance Management
 - Data Entry, balancing payroll, supplies and profit of shop
 - Recruiting, interviewing
- 4/02-8/06 **Administrative Assistant, ERA Morrison Real Estate, Pepperell, MA**
- Data Entry
 - Knowledgeable in MS Excel, MS Publisher, MS Word
 - Designed marketing material.
 - Billing, payroll, scheduling and telephone duties
- 4/88-5/01 **Dental Assistant, DR. Joseph H. Ciampa DMD, Winthrop, MA**
- Perform general chair side assistance during clinical treatments
 - laboratory functions, electronic patient record, office management
 - Certified in Radiology, with proficient in digital radiography
- 01/85-05/89 **Director Therapeutic Recreation, New Medico, East Boston, MA**
- Implemented and ran support group
 - Promoting community activities with the clients
 - Successful fundraising for client's activities
 - Working with team to set up goals and action plans/documentation
 - Training of employees

Eileen M. Fiori, LICSW, LADC

CAREER OBJECTIVES: To obtain a part-time position in which I can utilize my varied clinical and supervisory experience in a professional setting. Credentialed as MA-LICSW #117722, NH-LICSW #155, NH-LADC #142.

RECENT EMPLOYMENT: Chief of Clinical Services at WestBridge, a private organization specializing in residential treatment and outpatient Assertive Community Treatment for individuals with co-occurring mental illness and substance use disorders. WestBridge is focused on both the individual and family utilizing a team approach and incorporates evidence-based practices to support independence and wellness for those who participate in the services.

EXPERIENCE:

CLINICAL: Provide direct treatment to children, adolescents, adults, families and couples. Treatment includes individual, family and group psychotherapy, as well as crisis intervention and case management. Treatment settings include mental health and social service agencies, foster homes, residential treatment centers, schools, substance abuse treatment agencies and patient/client's homes. Consultation and case management included contact with treatment specialists, schools, police, courts, probation departments, attorneys and hospitals. Certified to administer Global Appraisal of Individual Needs-GAIN-I; Substance Abuse Subtle Screening Inventory-SASSI; and to implement evidenced based practices such as the Adolescent Community Reinforcement Approach-ACRA, CBT, Motivational Interviewing, Family Education and Support, ACT teams and Supported Employment.

PROGRAM DEVELOPMENT AND PLANNING: Planned, developed, implemented and monitored programs providing substance abuse, social and medical services. Each program required definition of program goals, identification of client population, including special needs/services, budget considerations, policy development, staff development and training, resource mobilization, program promotion, coordination with existing programs and consultation with community providers.

ADMINISTRATION: Served in a number of administrative positions, including as Executive Director of the Farnum Center, Clinical Director of that same facility and as clinical supervisor in other settings. In these various positions, responsibilities included oversight of staff, development of agency budgets, grant proposals and responses to requests for proposals. Other administrative responsibilities included clinical supervision of staff at all levels of professional development, student interns, paraprofessionals and volunteers. I served as adjunct faculty at Notre Dame College providing courses in Addictive Disorders, Family Therapy and Ethics. I served as a member of the NH Board of Licensing for Alcohol and other Drug Use Professionals for six years and continue as a rehabilitative supervisor for the NH Board of Mental Health Practice.

RECENT EMPLOYMENT:

NH Partnership for Success

PAST EMPLOYMENT HISTORY:

WestBridge

Child & Family Services of NH in Manchester
Center for Life Management
Col-Fiori Counseling Associates
Farnum Center
New Hampshire Department of Health and Human Services
Greater Lawrence Mental Health Center
McLean Hospital

References available upon request.

Heather C. Smith

EDUCATION

Antioch University New England, Keene, NH Graduated April 2011

Master of Arts in Dance/Movement Therapy and Clinical Mental Health Counseling

*Registered-Dance/Movement Therapist (American Dance Therapy Association)

*Licensed Clinical Mental Health Counselor -License #1141 (NH Board of Mental Health Practice)

*Master-level Licensed Alcohol and Drug Counselor-License #0039 (NH Board of Licensing for Alcohol and other Drug Use Professionals)

University of Louisiana at Lafayette, Lafayette, LA Graduated May 2007

Bachelor of Fine Arts in Performing Arts in Dance, Minor in Biology, Cumulative GPA: 3.5, Cum Laude

SKILLS: Ability to proficiently communicate direct objectives both verbally and written, socially oriented and professionally aggressive, cooperative and resourceful within teams and/or independently, time on task management, CPR & First Aid certified, CPI Trained, Basic ASL, EMR experience, CANS Train the Trainer Certification (2014), Adult Needs and Strengths certification (2014); TF-CBT & DBT experienced; TCM; GAIN certified; Cognitive Based Interventions for Substance Abuse (CBI-SA), Seeking Safety

CLINICAL EXPERIENCE:

Avenues Recovery Extended Care (formerly New England Recovery and Wellness)—Concord, NH (March 2017-)

Clinical Director (April 2018-present)

- Oversee clinical aspect of the agency including but not limited to:
- Provide supervision to clinicians, case managers, and those seeking CRSW, LADC, and MLADC credentials
- Review all client charts for compliance
- Provide trainings/education to all staff
- Inspect that decisions of client care are ethical and that confidentiality and boundaries are upheld

Primary Therapist (March 2017-April 2018)

- Provide individual and group therapy services to a caseload of up to 8 clients in a dual diagnosis ASAM level II.5 setting
- Provide weekly check-ins with the client's family members upon consent of the client
- Attend daily morning meetings with day time management
- Attend weekly clinical meetings
- Maintain documentation deadlines including treatment plans, ASAM documents, Bio-psycho-social assessments, suicide risk, and trauma screenings

Phoenix House-Keene Center—Keene, NH (September 2014 – March 2017)

Program Coordinator for Outpatient Services & UR Support (Aug. 2016-March 2017)

- Created a program that supports members of the community as well as participants of the Cheshire County Drug Court.
- Conduct Bio-Psycho-Social, ASI, ASAM and other assessments necessary to provide pre-authorizations and concurrent reviews to insurance companies.
- Provide treatment planning sessions and group therapy for IOP and OP groups.
- Oversee communication amongst the outpatient team is followed through and everyone is working together in order to create a smooth entry and exit for clients in the program.
- Collaborate with outside services, such as providing weekly updates both written and verbally to the CCDC team, act as the representative from treatment to the CCDC, refer clients to outpatient individual therapy and other services the client is willing to participate in that supports continuing care.

Clinical Coordinator for Cheshire County Drug Court (CCDC) (Dec. 2015-Aug. 2016)

- Assessed program needs and recommended changes to enhance and increase effectiveness
- Supervised other clinical staff conducting individual and group therapy to participants of the CCDC.
- Provided individual and Evidenced Based group therapies to participants of the CCDC.
- Formatted weekly updates and sent to the CCDC program coordinator to place in participants' weekly reports.
- Met with the CCDC Program Coordinator and Case manager weekly to discuss sanctions, incentives, and therapeutic interventions for each participant.

- Participated in weekly CCDC team meetings which included the judge, attorneys, probation officers, representatives from the CCHOC and other professional members of the community.
- Conducted GAIN assessments and follow-ups.
- Met with participants at the CCHOC for individual counseling and/or assessments when necessary.

Senior Primary Counselor for Boarding and Community IOP (Sept. 2014-Dec. 2015)

- Maintained a high caseload of adult clients with Co-occurring Diagnoses, providing Individual, Family, and Group Therapy
- Completed Bio-Psycho-Social, Addiction Severity Index and ASAM Assessments for insurance authorizations
- Engaged in On-call rotation
- Prepared paperless Interpretive Summaries, Discharge Summaries, Treatment Plans, Aftercare and Transition plans
- Coordinated Family Night for Community IOP with guest speakers/commitment speakers
- Collaborated with Alternative Sentencing Programs, Probation Officers, and DCYF case managers
- Actively participated in twice daily change of shifts, weekly group and individual supervision

Monadnock Family Services/Child, Adolescent and Family services—Keene, NH (July 2013 – end Aug. 2014)

Keene Community Based Clinician

- Maintained a caseload of 25+ clients from ages 5-21, providing Home, School and Office based Individual and Family Therapy as well as Functional Support Services
- Prepared paperless individualized treatment plans, quarterly reviews, Targeted Case Management, and Eligibility
- Certifications in a timely manner
- Led treatment teams of case managers, community support staff, and other services a client may have
- Actively participated in Team Meetings, Reflective Team, and Group Supervisions

Brattleboro Retreat—Brattleboro, VT (Sept. 2010 - Nov. 2012)

Program Coordinator/Creative Arts Therapist (May 2012 - Nov. 2012)

- Implemented programming on the newly established Adult Intensive Unit- an inpatient, mostly involuntary unit for patients diagnosed with schizophrenia disorders and bipolar disorders in acute state of psychosis
- Part of a daily multidisciplinary treatment team, created treatment plans, managed case documentation, formulated therapeutic assessments, and provided group notes
- Developed a rewards program in which patients nominate one another for "community roles" on the unit
- Worked with aftercare providers to set up a sensory room for a specific patient's needs
- Led psycho-educational, experiential, and recreational groups daily (on- and off-unit)
- Provided support for other milieu staff

Therapeutic Services Float/Creative Arts Therapist (May 2011 - Nov. 2012)

- Managed 3 per diem staff and available for last minute coverage, vacations and time-away for the 16 TS department staff (including program coordinators and recreational therapists)
- Populations served: children's inpatient, adolescent inpatient, adult co-occurring disorders inpatient, adult basic psych, LGBT adult inpatient, adult intensive inpatient, uniformed services program-outpatient
- Lead psycho-educational, experiential, and recreational groups (on- and off-unit)
- Provided support for peers & made sure TS assessments and treatment plans were in compliance for each unit.
- Chosen to implement TS assessment format for EHR transfer and EHR trainer to TS staff

PROFESSIONAL SOCIETIES & SPECIAL INTERESTS:

- American Dance Therapy Association (ADTA)-*Active Professional Member*
- National Association for Alcoholism and Drug Abuse Counselors (NAADAC)-*Active professional member*
- Alpha Omicron Pi Fraternity-NH & Boston Alumnae Chapters -*Active Alumnae Member*
- New England American Dance Therapy Association (Sept, 2010-April 2011)
AUNE Student Representative
- AUNE Student Government (2008-2009)
Associates Chair, Applied Psychology Student Representative
- AUNE Dance/Movement Therapy Student Showcases ('09, '10, '11)
Active participant & choreographer



William Robert Lundgren

Profile

Very reliable, personable and experienced career professional with experience and training in the substance abuse field. Former Probation & Parole Officer with a high-risk caseload supervising clients with drug or alcohol-based convictions. New Hampshire Licensed and Massachusetts Certified Alcohol & Drug Counselor. Co-facilitated intensive community-based substance abuse group versed on the Twelve-Steps AAA program as well as Cognitive Behavior Therapy model. Looking to advance my career utilizing the skills learned in my career. Especially adept at communication, leadership, interpersonal relations and establishing a positive working environment.

Experience

AVENUES RECOVERY EXTENDED CARE

GROUP FACILITATOR CONCORD, NH MARCH 2020 – CURRENT

- FACILITATE MENTAL HEALTH AND SUBSTANCE USE DISORDER GROUPS
- WRITE GROUP THERAPY CLIENTS NOTES AND GROUP SUMMARIES
- SET GOALS, NEW BEHAVIORS AND OTHER GOAL SETTING ENCOURAGEMENT

ALLIED UNIVERSAL PROTECTION SERVICES

GLOBAL SECURITY SUPERVISOR, CAMBRIDGE MA - NOVEMBER 2016 – APRIL 2019

- Manage the contracted security and safety services at facility.
- Supervise several global areas accessing safety and interruptions to daily business activities.
- Ensure quality of services is at or above expectations.

SECURITY OFFICER, MERRIMACK NH - MAY 2015 - NOVEMBER 2016

- Obtained Secret Department of Defense Clearance status to work at facility.
- Trained on procedures and process to successfully be part of the team protecting security and safety at facility.

Rockingham County Jail - August 2013 - April 2015

CORRECTIONS OFFICER, BRENTWOOD NH

- Ensure that inmates have a productive and save environment, facilitate activities to enhance inmate profile, attitudes, and communication skills to have best chance of success.
- Maintained discipline and orderly conduct. Resolve conflicts among inmates



William Robert Lundgren

- Monitor internal and external perimeters of the institution, making periodic inspections of conditions. Enforced rules and regulations governing the conduct of visitors. Examined packages to be received by inmates.
- Administer CPR and first aid. Investigated and handled emergencies and disorders within the department.

PROBATION & PAROLE OFFICER, STATE OF VERMONT – JAN 2000- MARCH 2013

Court Duties

- Completed a pre-trial assessment of defendant's amenability for community probation, including risk assessment, compilation of criminal history and summary of psychological reports.
- Completed Intensive Confidential Sanction Reports to court based on my investigation into their appropriateness for an Intensive Community-based Substance Abuse group while serving their sentence on a furlough or Supervised Community Sentence status. This report included a sentence recommendation.
- For offenders sentenced to probation, provided the court progress reports recommending that either the probation continue, the probationer be incarcerated or sanctioned for a probation violation, or that his probation end.

Community Protection

- Protect communities by recommending that the court require offenders to complete programs, such as substance abuse, sex offender or anger-management therapy.
- Monitored offenders' attendance in and compliance with these programs. Handle inquiries the public may have regarding probationers under their charge.

Supervision Duties

- Facilitated and co-facilitated community based intensive community-based substance abuse group based on Cognitive-Behavioral Theory for over 10 years.
- Visited probationers and parolees at work, interview their family members and make home visits.
- Depending on a probationer or parolee's progress, adjusted the level of supervision required or impose probation/parole restrictions, such as additional community service, treatment, restrictive housing, ankle-bracelet monitoring or revocation of probation.



William Robert Lundgren

CORRECTIONS OFFICER, CHESHIRE COUNTY NH — 1997 - 2000

Awarded 2nd Shift Officer of Year in 1998

Awarded Leadership/Teamwork Certificate January 2019 from Allied Universal

Professional Certifications and Training

Licensed New Hampshire and Certified Massachusetts Alcohol and Drug Counselor

Over 550 hours of various criminal justice related trainings including but not limited to;

Advanced Communication Techniques

Advanced Physical Control Techniques

Motivational Interviewing

Best practices in Case Management

Extensive Substance abuse training

Extensive case management and planning

Education:

Merrimack College North Andover , MA – Bachelor's - Psychology – September 2019 -August 2020
current GPA 3.0

New Hampshire Technical Institute - Associates - Criminal Justice - Corrections with Honors GPA
3.42 1996

Reference's :

Provided upon request

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Heather Smith	Coordinator of SUD Services		Variable	Dependent on client services provided
Christina Minasian Hunt	Coordinator of Drug Court Clinical Services		Variable	Dependent on client services provided
Angela Dunham	FT SUD Therapist		Variable	Dependent on client services provided
Eileen Fiori	PT SUD Therapist		Variable	Dependent on client services provided
Will Lundgren	Hourly SUD Therapist		Variable	Dependent on client services provided
Dolly Care	FT Drug Court Therapist		Variable	Dependent on client services provided
VACANT	FT Drug Court Therapist		Variable	Dependent on client services provided