



Kerrin A. Rounds
Acting Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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www.dhhs.nh.gov

December 13, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the following vendor in order to build a provider list of individuals and organizations licensed by the State of New Hampshire, to provide core medical services to clients enrolled in the New Hampshire CARE Program (NH CARE Program) and New Hampshire Tuberculosis Financial Assistance Program (NH TBFA Program).

The shared price limitations among all services are as follows:

- \$275,000 for Oral Health Services
- \$275,000 for Outpatient/Ambulatory Health Services
- \$82,500 for Mental Health and Substance Use Disorder Counseling and Treatment
- \$55,000 for Home and Community-based Health Services
- \$55,000 for NH Tuberculosis Financial Assistance Program

The agreements with the vendor listed below is effective upon Governor and Executive Council approval through March 31, 2021. 93% Other Funds, 7% General Funds.

Vendor	Vendor #	Location	Price Limitation
Abby Levin, LICSW	262128	15 Sullivan Court Salem, NH 03079	\$82,500

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to ensure access to care for financially eligible individuals living with Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) and for financially eligible individuals with active tuberculosis, suspect active tuberculosis, or high-risk Latent Tuberculosis Infection (LTBI). In accordance with the Centers for Disease Control and Prevention (CDC) Tuberculosis Financial Assistance Program (TBFA) rules, the NH CARE Program is subject to the federal mandate to implement contractual agreements with core medical service providers. Core medical

providers are subject to maintaining nationally accepted fiscal, programmatic, and monitoring standards established by the Health Resources and Services Administration (HRSA). Federal and CDC regulations also require NH CARE Program funds be used as a payor of last resort.

The services in these agreements promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV-related health disparities and the occurrence of negative health outcomes. The program provides services to approximately 550 to 600 clients, statewide.

According to the New Hampshire Integrated HIV Prevention and Care Plan 2017-2021, the Department identified gaps in core medical services for people living with HIV/AIDS statewide. The Department aims to minimize these gaps in services with these agreement. Therefore, the procurement remains open until further notice, allowing optimal coverage for the state.

This request represents one (1) additional contract to the previously awarded eight (8) contracts that were approved by Governor and Executive Council on December 5, 2018 (Item #19). Additional contracts may be awarded as applications are received.

Funds in this agreement will be used to provide core medical services to individuals who are enrolled in the NH CARE Program, which is designed to increase accessibility to health care and support services for those living with HIV/AIDS. The NH CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for outpatient ambulatory health services, mental health counseling and substance misuse treatment, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to ensure access to care for financially eligible individuals living with HIV/AIDS.

As a recipient of this federal funding, the NH CARE Program is subject to the federal mandate to implement contractual agreements with service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established for core medical services and the NH Tuberculosis Financial Assistance (TBFA) by the Health Resources and Services Administration and the Centers for Disease Control and Prevention. The services will encompass four core medical services along with TBFA services, which are described below:

1. Oral Health Care Services

The Contractors will act as representatives of the NH CARE Program to provide oral health services to individuals enrolled in the NH CARE Program through dental health care professionals that are licensed by the New Hampshire Board of Dental Examiners, including, but not limited to: preventive dental assessments and treatments, restorative dental care, and if applicable, oral surgery.

2. Mental Health & Substance Use Disorder Counseling and Treatment Services

The Contractors will act as representatives of the NH CARE Program to provide outpatient mental health and/or substance use disorder counseling and treatment to enrolled NH CARE Program clients.

3. Outpatient/Ambulatory Health Services.

The Contractors will act as representatives of the NH CARE Program to provide outpatient/ambulatory health services, including medical visits, laboratory testing, medical tests.

4. Home & Community-Based Health Services.

The Contractor will act as a representative of the NH CARE to provide skilled nursing visits, homemaker services.

5. Tuberculosis Treatment Services - TBFA

The Contractor will provide outpatient/ambulatory tuberculosis medication treatment assistance, including medical visits, laboratory testing, and medical tests to clients who have active

tuberculosis, suspect active tuberculosis, or high-risk latent tuberculosis infection and as a case management option Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system.

The Contractors were selected for this project through a Request for Application process. A Request for Applications was posted on The Department of Health and Human Services website on April 20th 2018 and remains open until provider lists are created in a sufficient amount to meet client needs.

The Department has received fifteen (15) applications. The applications were reviewed and scored by a team of individuals with program specific knowledge. The Score Summary sheet is attached.

As referenced in Exhibit A, Scope of Services, upon approval of these agreements, vendors will have the ability to apply for funds in an amount not to exceed \$5,000 per year for the purpose of implementing activities targeting one or more of the following:

- Access to care;
- Client satisfaction; or
- Health outcomes.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, the Department has the option to extend contract services for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The performance results of this program are measured by the number of NH CARE Program clients that actually receive services. The following performance measures and contract monitoring procedures will be used to measure the effectiveness of the agreement:

- Annual site visits will be conducted by DPHS staff members at the places business in which the Contractors provide contracted services.
- The Contractors will participate in periodic technical assistance monitoring calls with the Department.
- The total number of NH CARE Program clients that receive oral health care services will be measured and reported to the Department.
- The total number of NH CARE Program clients that receive mental health and substance use disorder counseling and treatment services will be measured and reported to the Department.
- The total number of NH CARE Program clients that receive outpatient/ambulatory health care services will be measured and reported to the Department.
- The total number of NH CARE Program clients that receive home and community-based health and tuberculosis care services will be measured and reported to the Department.

Should the Governor and Executive Council not authorize this request, federal regulations and monitoring standards may not be met. Additionally, eligible New Hampshire residents living with HIV may not receive necessary health care services such as: oral health services, mental health services; substance use disorder services; outpatient/ambulatory care; home and community-based health care services and tuberculosis care.

Area served: Statewide

Source of Funds: 93% Other Funds from the Pharmaceutical Rebates; 7% General Funds.

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

Respectfully Submitted,



Kerrin A. Rounds
Acting Commissioner

Fiscal Details for NH CARE Program

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2019	530-500371	Drug Rebates	90024608	\$100,000
2020	530-500371	Drug Rebates	90024608	\$100,000
2021	530-500371	Drug Rebates	90024608	\$75,000
			Total	\$275,000
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2019	530-500371	Drug Rebates	90024607	\$100,000
2020	530-500371	Drug Rebates	90024607	\$100,000
2021	530-500371	Drug Rebates	90024607	\$75,000
			Total	\$275,000
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2019	530-500371	Drug Rebates	90024609	\$30,000
2020	530-500371	Drug Rebates	90024609	\$30,000
2021	530-500371	Drug Rebates	90024609	\$22,500
			Total	\$82,500
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2019	530-500371	Drug Rebates	90024604	\$20,000
2020	530-500371	Drug Rebates	90024604	\$20,000
2021	530-500371	Drug Rebates	90024604	\$15,000
			Total	\$55,000

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE PREVENTION

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2019	010-500389	General Funds	90020006	\$20,000
2020	010-500389	General Funds	90020006	\$20,000
2021	010-500389	General Funds	90020006	\$15,000
			Total	\$55,000



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

Providers for the NH Care Program

RFA-2019-DPHS-04-NHCAR

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Abby Levin
2. Concord Hospital
3. Greater Nashua Dental Connection
4. Greater Seacoast Community Health
5. Harbor Homes, Inc.
6. Healthy at Home
7. Keystone Hall
8. Milford Regional Counseling Services
9. Pastoral Counseling Services
10. Ramesh Durvasula
11. The Mental Health Center of Greater Manchester

Pass/Fail	Maximum Points	Actual Points
	100	100
	100	100
	100	50
	100	100
	100	100
	100	100
	100	100
	100	50
	100	100
	100	100

1. Elizabeth Biron
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: NH CARE Program RFA-2019-DPHS-04-NHCAR-01

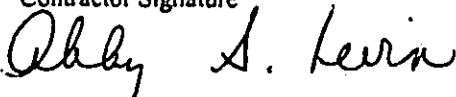
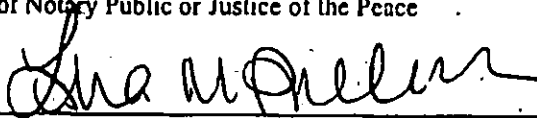
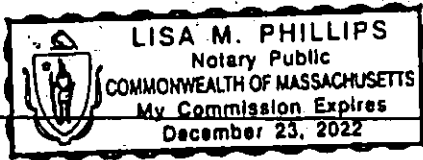

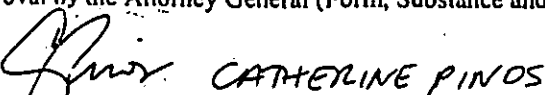
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Abby Levin, LICSW		1.4 Contractor Address 23 Atkinson Depot Road SULLIVAN 15 Salem Court (ASL) Atkinson, NH 03864 Salem, NH 03079	
1.5 Contractor Phone Number (617) 688-0383	1.6 Account Number 05-95-90-902510-22290000-530-500371	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$82,500
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Nathan D. White Director of Contracts and Procurement (ASL)		1.10 State Agency Telephone Number 603-271-9330 603-271-9631 (ASL)	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Abby S. Levin, Licensed Independent Clinical Social Worker	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On <u>9/24/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Lisa M. Phillips			
1.14 State Agency Signature  Date: <u>10/7/19</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CATHERINE PINOS On: <u>11/20/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: NH CARE Program RFA-2019-DPHS-04-NHCAR-01

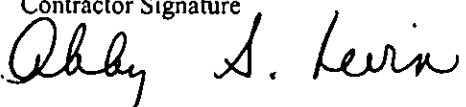
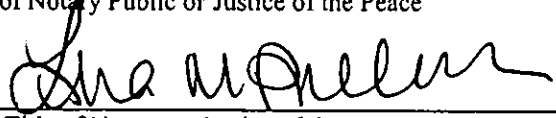
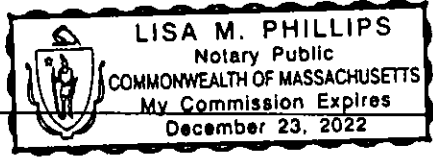

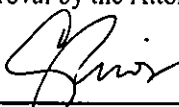
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1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Abby S. Levin, Licensed Independent Clinical Social Worker	
1.13 Acknowledgement: State of MA , County of Essex On 9/24/19 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Lisa M. Phillips			
1.14 State Agency Signature  Date: 10/7/19		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CATHERINE PINOS On: 11/20/19			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


Contractor Initials 
Date 9/18/19



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR 200.0. et seq.
- 1.2. The Contractor shall submit a detailed description of the language assistance services they shall provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.5. The Contractor is an extension of the direct NH CARE Program; therefore, shall adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:
 - 1.5.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), and the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB).
 - 1.5.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at:
 - 1.5.2.1. Fiscal Standards
(<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>)
 - 1.5.2.2. Program Standards
(<https://hab.hrsa.gov/sites/default/files/hab/Global/programmonitoringpartb.pdf>)
 - 1.5.2.3. Universal Standards
(<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>)



Exhibit A

1.6. The Contractor shall ensure services are provided by New Hampshire licensed medical professionals and certified professionals who are free from any mental or physical impairment or condition that would preclude their abilities to competently perform the essential functions or duties in this agreement.

2. Scope of Work

2.1. The Contractor shall provide outpatient mental health and/or substance use disorder counseling and treatment to individuals enrolled in the NH CARE Program and refer clients to re-enroll in the NH CARE Program, as appropriate.

2.2. The Contractor shall adhere to the NH CARE Program Schedule of Fees policy. The NH CARE Program has a schedule of charges policy that discounts all fees and charges to \$0 dollars for all clients. The subrecipient shall not charge the client additional cost.

2.3. The Contractor shall participate in an annual site visit with NH Division of Public Health Services (DPHS) staff in accordance with Exhibit A-1, NH CARE Program Annual Site Visit Process, Contract provider page (<https://www.dhhs.nh.gov/dphs/bchs/std/provider-info.htm>).

2.4. The subrecipient shall participate in periodic Technical Assistance (TA) monitoring calls with the Department.

2.5. The Contractor shall collect, process, transmit and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.

2.6. The Contractor shall notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individuals resume, within thirty (30) days of hire.

2.7. The Contractor shall be eligible to apply once a year throughout the contract term for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements upon the contract effective date.

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NH CARE PROGRAM ANNUAL MONITORING SITE VISIT PROCESS

Annual Monitoring Site Visit Process – NH Ryan White Part B

Purpose of the Site Visit

The Health Resources Services Administration (HRSA), Health Administration Bureau (HAB), National Monitoring Standards require that the Ryan White HIV/AIDS Program Part B Recipient conduct annual site visits with each Subrecipient to ensure compliance on proper use of federal grant funds and adherence to fiscal, clinical, programmatic, and professional guidelines put in place.

The National Monitoring Standards may be found online:

Fiscal Standards: <https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards: <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/universalmonitoringpartab.pdf>

Monitoring Standards FAQs: <http://www.ccbh.net/s/programmonitoringfaq.pdf>

Including Tuberculosis Care Services subrecipient adherence to the **NH statute RSA-141C:**

<http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm> and **Administrative Rules HeP-**

301.05: http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html

NHRWCP Service Provider Responsibility

- Providers are required to maintain an individual case record or medical record for each client served.
- All billed services match services documented in records.
- All records are kept in a secure place and in an organized fashion.
- Providers review and are familiar with service monitoring tools.
- Assembling and preparing all necessary records and materials for completion of the service monitoring tools by the Recipients.
- Have knowledgeable staff available to answer questions that may arise.
- Make available to the Recipient all materials requested during monitoring visit.
- Submit to the Recipient a completed *Site Visit Monitoring Tool* form within one week of receipt of electronic notification of site visit.

NHRWCP – Part B Recipient Responsibility Prior to the Visit

- Providers will be notified electronically no later than fifteen days prior to an on-site visit of the date and time of visit.
- The electronic notification will include confirmation letter, day of site visit agenda, Fiscal and Programmatic Checklists and monitoring tool.
- No later than two (2) days before the monitoring site visit the Recipient shall provide a Monitoring Site Visit Random Sample Memo – list of records to be reviewed.



NH CARE PROGRAM ANNUAL MONITORING SITE VISIT PROCESS

NHRWCP – Part B Recipient Responsibility during the Site Visit

Conduct Opening Discussion

- Upon arrival at the monitoring location, Recipient staff will meet with appropriate provider staff to discuss the purpose of the visit, review prior year monitoring outcomes, and address any questions the provider staff may have. The provider staff will be asked to explain how their charts or electronic medical records are organized so that data is accurately collected.

Perform Monitoring

- Recipient staff will review the requested records and documents as outlined in the site visit conformation letter, using the monitoring tools. A random sample of client records is chosen for review as a means of verifying that services are being provided in accordance with established standards and recorded accurately. In order to ensure efficiency and accuracy of the monitoring process, appropriate provider staff must be available to Recipient staff when needed throughout the monitoring process.

Conducting Closing Discussion

- At the completion of the monitoring site visit, Recipient staff will summarize initial findings, highlighting strengths and areas in which there is opportunity for growth, and also providing direction and offering technical assistance on interim action steps (if necessary). Finally, the provider will be notified that formal written report of the visit will be sent.

NHRWCP – Part B Recipient Responsibility Following the Site Visit

Recipient will send a formal written report of the site visit findings

- A formal written report summarizing the monitoring site visit, including findings and recommendations, will be sent to each provider.

Conduct additional site visits as necessary

- Recipient office reserves the right to conduct additional site visits as necessary to verify the implementation of any recommended quality improvement activities.

Random Sampling

The sample population is randomly selected from a pool of unduplicated Ryan White clients who received services during the designated audit period. The number of charts selected for review is based on suggested sample size methodology provided through a National Monitoring Standards technical assistance webinar. Please note that the random selection of unduplicated clients may change at the discretion of the Recipient staff. An estimate of sample sizes is listed below:

- 51-100% of files/charts for service types with 50 clients or fewer
- 25-50% of files/charts for service types with 51 to 100 clients
- 10% of files/charts for service categories with 101 to 999 clients

Additional Considerations

Newly funded/contracted Providers

- For newly funded/contracted providers in a grant year, the Recipient will conduct an orientation site visit within six months of commencement of services. This site visit is an opportunity for the Recipient staff to give an overview of the roles and responsibilities of the Recipients and Subrecipient or provider.
- The orientation site visit will consist of a review of the monitoring tools, a review of the program, fiscal, and service delivery requirements.

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NH CARE PROGRAM ANNUAL MONITORING SITE VISIT PROCESS

Abbreviated Site Visit (Technical Conference Call)

- For providers who deliver billable services to 10 or fewer clients within a contract year, the Recipient will conduct an abridged site visit by way of a brief technical conference call. This call is an opportunity for the recipient staff to provide technical support and collaborate with the subrecipient.



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the agreement, the Bureau of Infectious Disease shall reimburse the Contractor for Mental Health & Substance Use Disorder Counseling/Treatment Services provided by the contractor to enroll NH CARE Program clients.
2. The Contractor shall maximize billing to private and commercial insurances, Medicare and Medicaid, for all reimbursable services rendered. ***The Department is the payor of last resort and services will be reimbursed at NH Medicaid rates.***
3. Price Limitation: This agreement is one of multiple agreements that will serve the NH CARE Program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
4. The funding source for this agreement for Mental Health & Substance Use Disorder Counseling/Treatment Services are 100% Other Funds from the Pharmaceutical Rebates in the amounts identified below:
 - 4.1. Funds for **Mental Health & Substance Use Disorder Counseling and Treatment Services** across all vendors, statewide, are anticipated to be \$82,500 and be available in the following amounts:
 - 4.1.1. \$30,000 for State Fiscal year 2019.
 - 4.1.2. \$30,000 for State Fiscal Year 2020.
 - 4.1.3. \$22,500 for State Fiscal Year 2021.
5. Payments shall be made as follows:
 - 5.1. The Contractor shall invoice NH CARE Program for services using a health insurance claim form or reasonable facsimile no later than thirty (30) days from the date services are provided. Additional invoicing methods may be approved by the Department.
 - 5.2. The Contractor shall submit completed invoices to:

NH CARE Program
Bureau of Infectious Disease Control
Department of Health and Human Services
Division of Public Health
29 Hazen Drive
Concord, NH 03301
Fax: 603-271-4934
 - 5.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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New Hampshire Department of Health and Human Services
Providers for the NH CARE Program Contract

Exhibit B

- 5.4. The Contractor shall submit the final invoice no later than forty (40) days after the completion date indicated in Form P-37, General Provisions, Block 1.7, Completion Date.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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SPECIAL PROVISIONS

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

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

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

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

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

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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

1.3. Section 14, Subsection 14.1, Paragraph 14.1.1, is deleted and replaced with:

14.1.1 Professional liability insurance in amounts of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate;

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

9/19/19
Date

ABBY S. LEVIN
Name:
Title: Licensed Independent
Clinical Social Worker

Contractor Initials ABL
Date 9/18/19



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name:

9/19/19
Date

ABBY S. LEWIN
Name:
Title: Licensed Independent
Clinical Social Worker



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Sept 19 2019
Date

Abby S. Lewin
Name:
Title: Licensed Independent
Clinical Social Worker



**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

ASL

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

Date

9/18/19

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:

9/19/19
Date

Abby S. Kevin
Name:
Title: Licensed Independent
Clinical Social Worker

Exhibit G

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

Contractor Initials AKL

Date 9/18/19



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:

9-19-19
Date

Abby S. Lewin
Name:
Title: licensed Independent
Umicaz Social Worker



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Reserved



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:

9-19-19
Date

ABBY S. LEVIN
Name:
Title: Licensed Clinical Social Worker



FORM A

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

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

NO 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: _____

Account Number: NH LEVA 3400

Date: 2/05/19 Initials: CPOST

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE 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, TERMS, EXCLUSIONS, AND CONDITIONS AFFORDED BY THE POLICY OR POLICIES REFERENCED HEREIN.

Name and Address of Named Insured:

ABBY S. LEVIN
15 SULLIVAN CT
SALEM NH 03079

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A

(If different than address listed above)

Claim History:

Retroactive date is 12/01/1992

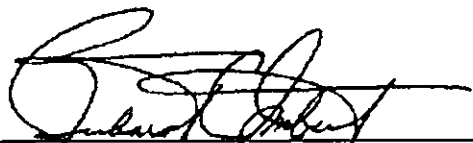
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5600-7726	12/01/18	12/01/19	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$35,000.

This Certificate Issued to:

Name: ABBY S. LEVIN
15 SULLIVAN CT
Address: SALEM NH 03079


Authorized Representative

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE 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, TERMS, EXCLUSIONS, AND CONDITIONS AFFORDED BY THE POLICY OR POLICIES REFERENCED HEREIN.

Name and Address of Named Insured:

ABBY S. LEVIN
15 SULLIVAN CT
SALEM NH 03079

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A

(If different than address listed above)

Claim History:

Retroactive date is 12/01/1992

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5600-7726	12/01/19	12/01/20	2,000,000 4,000,000

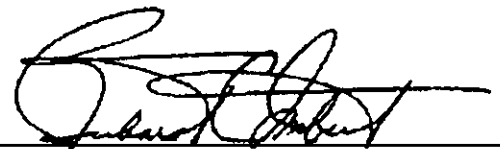
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE COMPANY WILL NOTIFY THE CERTIFICATE HOLDER OF ANY TERMINATION OF COVERAGE AND FAILURE TO RENEW WITHIN 30 DAYS, HOWEVER, FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE COMPANY OR THE UNDERSIGNED.

This Certificate Issued to:

Name: NHCARE PROGRAM
NH DEPT. OF HHS
Address: 129 PLEASANT STREET

CONCORD NH 03301
APA 00138 28 (06/14)



Authorized Representative

Abby S. Levin, LICSW

Education

Master of Social Work, 1983

Rutgers University, New Brunswick, NJ

Bachelor of Arts, 1979

University of Massachusetts, Amherst, Ma

Interdisciplinary Major:

Juvenile Justice/Education

Teaching Experience

Adjunct Faculty, Bridgewater State College

School of social work 1992-1993

Taught graduate students in psychology/education a course for school adjustment counselor certification. Utilized experiential group exercises, lecture and didactics to teach school policy, issues relevant to students, bullying, the special education process and overall strategies employed by school social workers in a host setting.

Adjunct Faculty, Lesley University, 1989

Taught *Group Dynamics* to older *working* graduate level professionals created and designed this course utilizing Larry Schulman's text "Working with Individuals and Groups". The structure and approach of the course was didactic, experiential, and comprehensive.

In-Service Trainings

Developed and facilitated many workshops on the assessment, detection, and treatment of Child Sexual Abuse, Presented "*Borderline Personality Disorder*" at an Andover Public School professional development seminar, currently teach mental health-to-health classes at Andover High School. Supervision of second year graduate school intern

Clinical Experience:

School Social Worker, Andover High School, 2004-present Andover MA

Provide individual and group counseling to all students, collaborate with staff on students emotional and social functioning, develop and implement behavioral and cognitive interventions to address specific classroom behaviors, participate in professional development, weekly consult with Massachusetts General Hospital's psychiatric school consultation program, perform home assessments, supervise graduate school interns, direct a large mentoring program for freshman, manage intakes, referrals and consult to guidance, administration and parent groups.

Clinician, Counseling Associates of Plaistow NH 2007-present

Provide intensive individual, group and family psychotherapy in a private practice setting with a myriad of client populations. Issues include anxiety, depression, and posttraumatic stress disorder, marital. Family and medical illness. Specific expertise in Eye Movement Desensitization Reprocessing (EMDR) and trauma related to new cancer diagnoses. Internal Family Systems (IFS) approach with clients, management of collaborative relationships with referral sources PCP's and psychiatrists on behalf of clients.

System Wide School Social Worker, Dracut Ma. 2001-2004

Provided individual, group and family counseling to students in 7 schools. Management of the most severe cases throughout the system, collaboration with outside referrals sources and other professionals.

Clinician, General Psychological Associates, Andover, Ma 2000-2001

Member of a large clinical team providing therapy to clients in a group practice setting. Client population and presenting problems ranged from obsessive-compulsive and panic disorder, eating disorders, anxiety, depression, family conflict, ADHD, bipolar disorder and suicidal ideation. All ages seen.

Clinician, South Shore Medical Center, Norwell, Ma 1992-2000

Member of a small highly trained clinical group servicing a large multi-tiered general and specialty medical practice. In house physician referral base of a wide range of clients with numerous medical and psychological issues. The primary model utilized was short-term cognitive behavioral therapy. Special emphasis on eating, panic, obsessive-compulsive disorder and parent-child-marital conflict.

Additional Training:

Kantor Family Institute
Northampton Ma
1984-1985

Comprehensive training in family work using a one-way mirror as a supervisory tool.

EMDR Training-3 year supervision group-2009

Skilled in the following areas:

Crises management on all levels
EMDR/ GENTLE EMDR
Cognitive-Behavioral Therapy
Psychodynamic Therapy
Short-Term Coaching
Parent- Training
Adolescent Groups
Maintained 4 successful private practices
Mindfulness Training
Hypnotherapy

Professional Membership

NASW

References Upon Request