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

Lori A. Shibinette
 Commissioner

Katja S. Fox
 Director

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

June 10, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the vendors listed below in **bold** to provide Substance Use Disorder Treatment and Recovery Support Services, by increasing the price limitation by \$177,748 from \$9,482,316 to \$9,660,064, with no change to the contract completion date of September 29, 2021, effective June 16, 2021, or upon Governor and Council approval, whichever is later. 76.315 % Federal Funds. 11.017 % General Funds. 12.668% Other Funds (Governor Commission).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge Street Recovery, LLC	341988	Statewide	\$1,351,667	\$0	\$1,351,667	O: 12/18/20, #15
Dismas Home of New Hampshire, Inc.	290061-B001		\$130,640	\$5,010	\$135,650	O: 12/2/20, #15
FIT/NHNH, Inc	157730-B001		\$1,029,677	\$0	\$1,029,677	O: 12/2/20, #15
Grafton County New Hampshire – Grafton County Department of corrections and Alternative Sentencing	177397-B003		\$217,000	\$0	\$217,000	O: 12/18/20, #15
Harbor Homes, Inc.	166574-B001		\$1,701,384	\$0	\$1,701,384	O: 12/18/20, #15
Headrest	175226-B001		\$303,412	\$62,738	\$366,150	O: 12/2/20, #15
Hope on Haven Hill, Inc.	275119-B001		\$328,715	\$0	\$328,715	O: 12/18/20, #15
Manchester Alcoholism	177204-B005		\$2,035,829	\$110,000	\$2,145,829	O: 12/18/20, #15

Rehabilitation Center						
Phoenix Houses of New England, Inc.	177589-B001	Statewide	\$1,264,109	\$0	\$1,264,109	O: 12/2/20, #15
Southeastern New Hampshire Alcohol and Drug Abuse	155292-B001		\$1,097,883	\$0	\$1,097,883	O: 12/18/20, #15
The Community Council of Nashua, N.H.	154112-B001		\$12,000	\$0	\$12,000	O: 12/18/20, #15
West Central Services, Inc.	177654-B001		\$10,000	\$0	\$10,000	O: 12/2/20, #15
Total:			\$9,482,316	\$177,748	\$9,660,064	

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

FISCAL DETAILS ATTACHED

EXPLANATION

This request is to increase funding for the vendors listed above in bold due to these Contractors serving more uninsured clients than anticipated in the original contracts. The Contractors have also provided more room and board services to Medicaid clients with an opioid use disorder or stimulant use disorder than anticipated. The Department identified vendors with the ability to continue providing substance use treatment and recovery support services to individuals, ensuring no lapse in program services, while a new Request for Proposals is developed.

The Contractors ensure individuals with substance use disorders receive the appropriate levels of treatment and recovery support services and that they have access to continued and expanded levels of care, which increase most individuals' ability to achieve and maintain recovery.

Approximately 675 individuals have been served to date in State Fiscal Year 2021.

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

- Provide services that reduce the negative impacts of substance misuse.
- Make continuing care, transfer and discharge decisions based on American Society of Addiction Medicine (ASAM) requirements.
- Achieve initiation, engagement, and retention goals as specified in the contracts.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals in need of services may not receive the full array of treatment, tools and education that are required to enhance and sustain recovery that, in some cases, prevents untimely deaths. Without an increase in funds these Contractors will be unable to cover the cost of these services.

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Dismas Home of New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$135,650
2. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
 - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
 - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services;
 - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20; by adding Paragraph 1.20.5 to read:
 - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
 - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
5. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title, to read:

5.3. Credits, Copyright Ownership, and Licenses
6. Modify Exhibit B, Section 5, Subsection 5.3, by adding Paragraph 5.3.5 to read:
 - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor

SS-2021-BDAS-04-SUBST-02-A01

Dismas Home of New Hampshire, Inc.

Contractor Initials:

shall:

5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 Sample End User License Agreement with the State of New Hampshire prior to such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

7. Modify Exhibit C, Payment Terms, Section 6, to read:

6. Additional Billing information for Room and Board for Medicaid Clients in residential level of care who have Opioid Use Disorder (OUD) or Stimulant Use Disorders, as defined in the SOR Grant.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorders in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$64,400**.

6.3. The Contractor shall maintain documentation that includes, but is not limited to:

6.3.1. Medicaid ID of the Client.

6.3.2. WITS ID of the Client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

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

6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8. Modify Exhibit C, Payment Terms, Section 10, Submitting Charges for Payment, Subsection 10.5 to read:

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

9. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.4 to read:

	Service	Maximum Allowable Charge	Unit
1.4	Low-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorders- Enhanced Room and Board	\$100.00	Per day

10. Add Exhibit L, Amendment #1, Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/13/2021
Date

DocuSigned by:
Katja Fox
E09D05B04C63442
Name: Katja Fox
Title: Director

Dismas Home of New Hampshire, Inc.

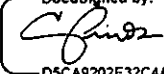
5/13/2021
Date

DocuSigned by:
Cheryll Andrews
D48FD1C4B527454
Name: cheryll Andrews
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/13/2021
Date

DocuSigned by:

D5CA9202E32CAAE

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit L, Amendment #1

SAMPLE End User License Agreement

This End User License Agreement ("EULA") is made this ___ day of _____, 20___ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or



5/13/2021

Exhibit L, Amendment #1

SAMPLE End User License Agreement

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.
5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____



State of New Hampshire

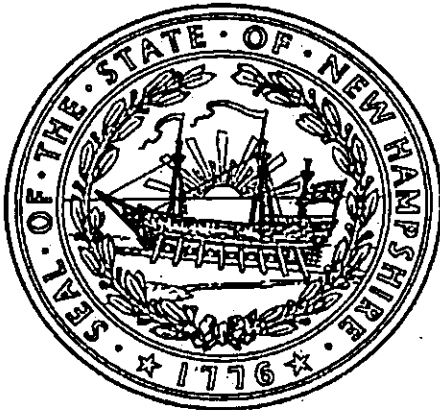
Department of State

CERTIFICATE

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

Business ID: 719017

Certificate Number: 0005353309



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Paul Young hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Dismas Home of NH, Inc
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 20, 2021, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That Cheryll Andrews, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Dismas Home of NH, Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: April 21, 2021



Signature of Elected Officer

Name: Paul Young

Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2021

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

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

PRODUCER MBI Company Group LLC. 280 State Street North Haven, CT 06473	CONTACT NAME: Theresa Brandon PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: theresa.brandon@mbi-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Technology Insurance Company	NAIC # 42376
INSURER B : AmTrust North America	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

 Dismas Home of New Hampshire Inc.
 P.O. Box 73
 North Sutton, NH 03260

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TPP1306893	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5079463	5/11/2021	5/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			WUM1820821	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3533295	5/11/2021	5/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab.			TPP1306893	5/11/2021	5/11/2022	1,000,000 \$ 3,000,000

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

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

The mission of Dismas Home of NH, Inc is to provide a professionally implemented program for previously incarcerated women that gets to the root cause of issues, and supports a transition to a successful life with treatment and education for each individual resident. Residents are eligible to stay in the program for up to one year, and then supported as transition continues. At Dismas Home, we believe that women are the core of the community and by helping our residents heal and learn resiliency, we are empowering them to become healthy contributing members of our community of sisters.

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

Form **8879-EO**

For calendar year 2019, or fiscal year beginning _____, 2019, and ending _____, 20____

2019

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.

▶ Go to www.irs.gov/Form8879EO for the latest information.

Name of exempt organization

Employer identification number

DISMAS HOME OF NEW HAMPSHIRE

47-2722572

Name and title of officer

JOHN WALLACE

TREASURER & DIRECTOR

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>320,633.</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	_____
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	_____
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize LEONE, MCDONNELL & ROBERTS, P.A. to enter my PIN 03102
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature _____ Date _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

02023203894
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date 05/15/20

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **990**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2019
Open to Public Inspection

A For the 2019 calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization DISMASH HOME OF NEW HAMPSHIRE		D Employer identification number 47-2722572
	Doing business as		E Telephone number 603-782-3004
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 320,633.
	102 FOURTH STREET		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number
City or town, state or province, country, and ZIP or foreign postal code MANCHESTER, NH 03102		F Name and address of principal officer: PAUL YOUNG ONE PUMPKIN CIRCLE, EXETER, NH 03833	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527			
J Website: WWW.DISMASHOMENH.ORG			
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			L Year of formation: 2015 M State of legal domicile: NH

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: HELPING THE FORMERLY INCARCERATED WITH A SECOND CHANCE FOR A NEW BEGINNING. THE	
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3 Number of voting members of the governing body (Part VI, line 1a)	3 10
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4 10
	5 Total number of individuals employed in calendar year 2019 (Part V, line 2a)	5 11
	6 Total number of volunteers (estimate if necessary)	6 26
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a 0.
b Net unrelated business taxable income from Form 990-T, line 39	7b 0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year 239,355. Current Year 239,228.
	9 Program service revenue (Part VIII, line 2g)	47,097. 81,376.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	25. 29.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1,369. 0.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	287,846. 320,633.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)
14 Benefits paid to or for members (Part IX, column (A), line 4)		0. 0.
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)		190,919. 218,521.
16a Professional fundraising fees (Part IX, column (A), line 11e)		0. 0.
b Total fundraising expenses (Part IX, column (D), line 25)		2,195.
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		68,249. 86,361.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	259,168. 304,882.	
19 Revenue less expenses. Subtract line 18 from line 12	28,678. 15,751.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year 190,406. End of Year 198,974.
	21 Total liabilities (Part X, line 26)	12,083. 6,642.
	22 Net assets or fund balances. Subtract line 21 from line 20	178,323. 192,332.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	JOHN WALLACE, TREASURER & DIRECTOR				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	JOHN D. CALLAHAN, JR., CP		05/15/20		P00447720
Firm's name LEONE, MCDONNELL & ROBERTS, P.A.			Firm's EIN 02-0417217		
Firm's address 61 SOUTH MAIN STREET, PO BOX 1140 WOLFEBORO, NH 03894			Phone no. (603) 569-1953		

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: THE DISMAS HOME OF NEW HAMPSHIRE PROVIDES A SAFE, NURTURING ENVIRONMENT TO FORMERLY INCARCERATED WOMEN. THESE WOMEN OFTEN HAVE NO PLACE TO GO BUT THE STREETS, A CHEAP BOARDING HOUSE OR A LOCATION AND SITUATION THAT CONTRIBUTED TO THE PROBLEMS LEADING TO THEIR

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

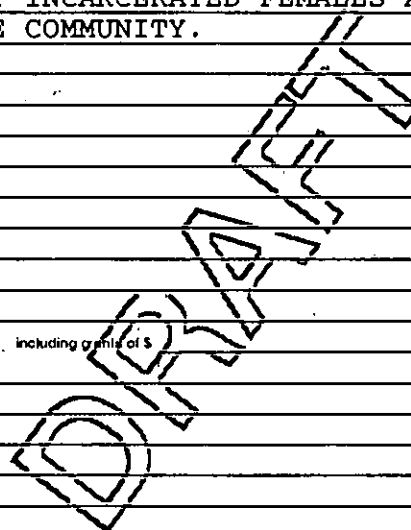
4a (Code:) (Expenses \$ 287,856. including grants of \$) (Revenue \$ 81,405.) IN 2016 THE ORGANIZATION OPENED ITS FIRST HOME LOCATED IN MANCHESTER, NH. THE HOME HOUSES FORMERLY INCARCERATED FEMALES AND ASSISTS WITH THEIR REINTERGRATION INTO THE COMMUNITY.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 287,856.



Part IV Checklist of Required Schedules

		Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4	Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
b	Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16	Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17	Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18	Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19	Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		X
21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 11		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members... 10; 1b Enter the number of voting members... 10; 2 Did any officer, director, trustee, or key employee have a family relationship... X; 3 Did the organization delegate control over management duties... X; 4 Did the organization make any significant changes... X; 5 Did the organization become aware during the year... X; 6 Did the organization have members or stockholders... X; 7a Did the organization have members, stockholders, or other persons... X; 7b Are any governance decisions reserved to members... X; 8a The governing body... X; 8b Each committee with authority to act... X; 9 Is there any officer, director, trustee, or key employee listed in Part VII... X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates... X; 10b If "Yes," did the organization have written policies...; 11a Has the organization provided a complete copy of this Form 990... X; 11b Describe in Schedule O the process...; 12a Did the organization have a written conflict of interest policy... X; 12b Were officers, directors, or trustees... X; 12c Did the organization regularly and consistently monitor... X; 13 Did the organization have a written whistleblower policy... X; 14 Did the organization have a written document retention and destruction policy... X; 15a The organization's CEO, Executive Director, or top management official... X; 15b Other officers or key employees of the organization... X; 16a Did the organization invest in, contribute assets to, or participate in a joint venture... X; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation... X

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed NH
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records
CHAMPION ACCOUNTING SOLUTIONS PLLC - 603-763-1722
14 PLEASANT PLACE, SUNAPEE, NH 03782

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's current key employees, if any. See instructions for definition of "key employee."
 - List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SARA JANE LUTAT, MSW EXECUTIVE DIRECTOR	40.00	X		X			70,000.	0.	0.	
(2) PAUL A. YOUNG PRESIDENT AND DIRECTOR	0.00	X		X			0.	0.	0.	
(3) ANNIKA AUGUSTA MARIE STANLEY-SH VICE PRESIDENT AND DIRECTOR	0.00	X		X			0.	0.	0.	
(4) JOHN D. WALLACE TREASURER AND DIRECTOR	0.00	X		X			0.	0.	0.	
(5) JODI KELLEY HOYT SECRETARY AND DIRECTOR	0.00	X		X			0.	0.	0.	
(6) ANTHONY J. CORIATY DIRECTOR	0.00	X					0.	0.	0.	
(7) KENNETH P. BROWN DIRECTOR	0.00	X					0.	0.	0.	
(8) JULIE ANN MCCARTHY DIRECTOR	0.00	X					0.	0.	0.	
(9) CHRISTOPHER YOUNG DIRECTOR	0.00	X					0.	0.	0.	
(10) MARTHA J. DICKEY DIRECTOR	0.00	X					0.	0.	0.	
(11) ROBERT FOOSE DIRECTOR	0.00	X					0.	0.	0.	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							70,000.	0.	0.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							70,000.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

				(A)	(B)	(C)	(D)	
				Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e	80,260.				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	158,968.				
	g	Noncash contributions included in lines 1a-1f	1g	\$				
h Total. Add lines 1a-1f				239,228.				
Program Service Revenue				Business Code				
	2 a	<u>MEDICAID</u>		624100	71,520.	71,520.		
	b	<u>RESIDENT FEES</u>		721310	9,856.	9,856.		
	c							
	d							
	e							
	f	All other program service revenue						
g Total. Add lines 2a-2f				81,376.				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			29.	29.		
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6 a	Gross rents	(i) Real					
			(ii) Personal					
	b	Less: rental expenses	6b					
	c	Rental income or (loss)	6c					
	d	Net rental income or (loss)						
	7 a	Gross amount from sales of assets other than inventory	(i) Securities					
			(ii) Other					
	b	Less: cost or other basis and sales expenses	7b					
c	Gain or (loss)	7c						
d	Net gain or (loss)							
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a						
b	Less: direct expenses	8b						
c	Net income or (loss) from fundraising events							
9 a	Gross income from gaming activities. See Part IV, line 19	9a						
b	Less: direct expenses	9b						
c	Net income or (loss) from gaming activities							
10 a	Gross sales of inventory, less returns and allowances	10a						
b	Less: cost of goods sold	10b						
c	Net income or (loss) from sales of inventory							
Miscellaneous Revenue				Business Code				
	11 a							
	b							
	c							
	d	All other revenue						
e Total. Add lines 11a-11d								
12 Total revenue. See instructions				320,633.	81,405.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	201,819.	201,819.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	16,702.	16,702.		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	6,688.		6,688.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	645.			645.
13 Office expenses	10,723.	4,809.	5,914.	
14 Information technology				
15 Royalties				
16 Occupancy	11,914.	11,914.		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	10,806.	10,806.		
23 Insurance	20,579.	18,350.	2,229.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a OTHER	8,787.	8,787.		
b TRAINING	4,671.	4,671.		
c HOME EXP: RESIDENT SERV	3,995.	3,995.		
d HOME EXP: MAINTENANCE	3,550.	3,550.		
e All other expenses	4,003.	2,453.		1,550.
25 Total functional expenses. Add lines 1 through 24e.	304,882.	287,856.	14,831.	2,195.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	100,866.	1	111,083.
	2 Savings and temporary cash investments	10,000.	2	10,000.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	522.	4	522.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 108,687.		
	b Less: accumulated depreciation	10b 31,318.		
			79,018.	10c 77,369.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11		15		
16 Total assets. Add lines 1 through 15 (must equal line 33)		190,406.	16	198,974.
Liabilities	17 Accounts payable and accrued expenses	2,761.	17	4,413.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	9,322.	25	2,229.
	26 Total liabilities. Add lines 17 through 25	12,083.	26	6,642.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	146,650.	27	167,332.
	28 Net assets with donor restrictions	31,673.	28	25,000.
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances	178,323.	32	192,332.	
33 Total liabilities and net assets/fund balances	190,406.	33	198,974.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	320,633.
2	Total expenses (must equal Part IX, column (A), line 25)	2	304,882.
3	Revenue less expenses. Subtract line 2 from line 1	3	15,751.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	178,323.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-1,742.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	192,332.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	

Form 990 (2019)

SCHEDULE A (Form 990 or 990-EZ)

Department of the Treasury Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization: DISMAS HOME OF NEW HAMPSHIRE Employer identification number: 47-2722572

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
2 A school described in section 170(b)(1)(A)(ii).
3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii).
5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv).
6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
7 X An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi).
8 A community trust described in section 170(b)(1)(A)(vii).
9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture.
10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions.
11 An organization organized and operated exclusively to test for public safety.
12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
a Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization.
b Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s).
c Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions).
d Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated.
e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations

Table with 6 columns: (i) Name of supported organization, (ii) EIN, (iii) Type of organization, (iv) Is the organization listed in your governing document?, (v) Amount of monetary support, (vi) Amount of other support. Includes a Total row at the bottom.

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 1, column (f)						
6 Public support. Subtract line 5 from line 4.						918,571.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
7 Amounts from line 4	53,800.	207,064.	179,124.	239,355.	239,228.	918,571.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	10.	124.	68.	25.	29.	,256.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)				1,369.		1,369.
11 Total support. Add lines 7 through 10						920,196.
12 Gross receipts from related activities, etc. (see instructions)					12	128,473.

13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

14 Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f))	14	99.82 %
15 Public support percentage from 2018 Schedule A, Part II, line 14	15	99.77 %
16a 33 1/3% support test - 2019. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	▶ <input checked="" type="checkbox"/>	
b 33 1/3% support test - 2018. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	▶ <input type="checkbox"/>	
17a 10% -facts-and-circumstances test - 2019. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	▶ <input type="checkbox"/>	
b 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	▶ <input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	▶ <input type="checkbox"/>	

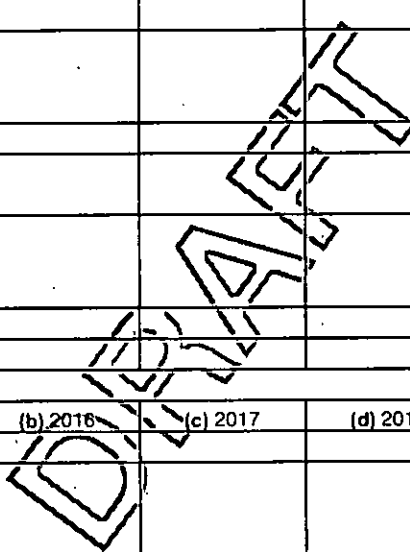
Schedule A (Form 990 or 990-EZ) 2019

Schedule A (Form 990 or 990-EZ) 2019 **DISMAS HOME OF NEW HAMPSHIRE**
Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						



Section B: Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2018 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2019 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2018 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2019. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2018. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2019	(iii) Distributable Amount for 2019
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014			
b From 2015			
c From 2016			
d From 2017			
e From 2018			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2020. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015			
b Excess from 2016			
c Excess from 2017			
d Excess from 2018			
e Excess from 2019			

Schedule A (Form 990 or 990-EZ) 2019

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DRAFT

Schedule B

(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Name of the organization

Employer identification number

DISMAS HOME OF NEW HAMPSHIRE

47-2722572

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust not treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation.

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	TOM AND MARGIE GARASCHE PO BOX 240 HOLDERNESS, NH 03245	\$ 5,293.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	PAUL AND ANNE YOUNG 33 DEER STREET #512 PORTSMOUTH, NH 03801	\$ 5,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	ARTHUR & OLIVIA DOBLES FOUNDATION 2 EAGLE SQUARE CONCORD, NH 03301	\$ 30,571.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	KENNETH BROWN 71 PATTERSON ROAD WILMOT, NH 03287	\$ 21,600.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	PHRMA 950F STREET NW SUITE 300 WASHINGTON, DC 02004	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	ANTHONY & GLADYS SAKOWICH CHARITABLE FOUNDATION 40 EAST MAIN STREET TILTON, NH 03301	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	NH CHARITABLE FOUNDATION 37 PLEASANT STREET CONCORD, NH 03301	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	RX ABUSE LEADERSHIP INITIATIVE 102 FOURTH STREET MANCHESTER, NH 03102	\$ 10,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
9	ORDER OF MALTA 3 HITCHING POST LANE HINGHAM, MA 02043	\$ 6,203.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

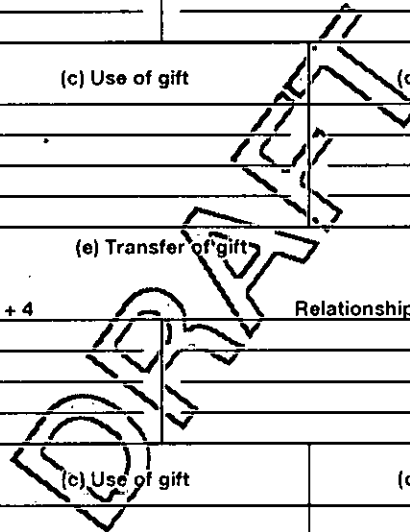
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____

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Name of organization DISMAS HOME OF NEW HAMPSHIRE	Employer identification number 47-2722572
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	



SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number
47-2722572

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a Public exhibition, b Scholarly research, c Preservation for future generations, d Loan or exchange program, e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

Table with 2 columns: Description, Amount. Rows: 1c Beginning balance, 1d Additions during the year, 1e Distributions during the year, 1f Ending balance

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

Table with 6 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows: 1a-1g

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
b Permanent endowment %
c Term endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

Table with 3 columns: Description, Yes, No. Rows: 3a(i) Unrelated organizations, 3a(ii) Related organizations, 3b

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 5 columns: Description of property, (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows: 1a Land, b Buildings, c Leasehold improvements, d Equipment, e Other, Total

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) OTHER	2,229.
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include line numbers and descriptions. Total revenue is reported on line 5.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e) for adjustments. Columns include line numbers and descriptions. Total expenses are reported on line 5.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XII, LINE 4B - OTHER ADJUSTMENTS:

BOOK/TAX DEPRECIATION DIFFERENCES

Multiple horizontal lines provided for entering supplemental information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2019

Open to Public
Inspection

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

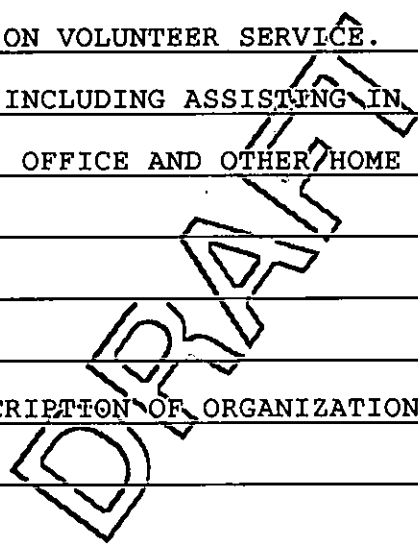
Employer identification number
47-2722572

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

**ORGANIZATION OPERATES A HOME IN MANCHESTER, NH WHERE FORMERLY
INCARCERATED WOMEN CAN LIVE AFTER LEAVING PRISON FOR A PERIOD OF TIME
AS THEY TRANSITION BACK INTO SOCIETY.**

FORM 990, PART I, LINE 6

**THE ORGANIZATION RELIES HEAVILY ON VOLUNTEER SERVICE. VOLUNTEERS HAVE
PERFORMED A VARIETY OF SERVICES INCLUDING ASSISTING IN HOME
RENOVATIONS, COMMUNITY OUTREACH, OFFICE AND OTHER HOME RELATED
SERVICES.**



FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

INCARCERATION.

FORM 990, PART VI, SECTION B, LINE 11B:

**THE 990 WAS REVIEWED IN ITS ENTIRETY BY THE BOARD OF DIRECTORS AT A
REGULARLY SCHEDULED MONTHLY MEETING. FEEDBACK WAS PROVIDED BY THE
DIRECTORS AND INCORPORATED INTO THE FINAL FILING.**

FORM 990, PART VI, SECTION B, LINE 12C:

**THE ORGANIZATION MONITORS COMPLIANCE WITH THE CONFLICT OF INTEREST POLICY
BY WAY OF DIRECT DISCUSSION OF THE POLICY AND ANY RELATED CONFLICTS AT
REGULARLY HELD MEETINGS OF THE THE BOARD OF DIRECTORS.**

FORM 990, PART VI, SECTION B, LINE 15:

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2019)

Name of the organization

DISMAS HOME OF NEW HAMPSHIRE

Employer identification number

47-2722572

ALL HIRING AND COMPENSATION DECISIONS ARE MADE BY A VOTE OF THE BOARD BASED ON RECOMMENDATIONS FROM A PERSONNEL COMMITTEE, WHICH CONSIDERS REQUIRED QUALIFICATIONS AND REASONABLE COMPENSATION BASED ON MARKET INDICATORS.

FORM 990, PART VI, SECTION C, LINE 19:

ALL GOVERNING DOCUMENTS ARE MADE AVAILABLE TO THE GENERAL PUBLIC UPON REQUEST.

FORM 990, PART XI, LINE 9, CHANGES IN NET ASSETS:

BOOK/TAX DEPRECIATION DIFFERENCES

-1,742.

DRAFT



2021 Board of Directors Directory

Name	Role
Brown, Ken	Director
Foose, Randy	Treasurer
Hoyt, Jodi	Secretary
McCarthy, Julie	Founder
Stanley-Smith, Annika	Vice President
Young, Chris	Director
Young, Paul	President

Cheryll Andrews

Executive Director

SUMMARY

I am an accomplished fundraising professional with more than 20 years of relationship building experience. Combine these skills with creativity, passion, and a vision for the future, and you have a natural fit for an Executive Director.

Key Skills

Relationship Building
Major Gifts Development
Volunteer Management
Collaborative Partner
Creative Strategic Thinking
Project Management
Budget Planning

EXPERIENCE

1/2018- 5/2020:

Executive Director • Management • Great Waters Music

Responsibility: Manage the organization to implement the strategic direction approved by the board of directors.

Major Accomplishments:

Doubled the size of the board of directors from 7 to 14. Increased revenue by 108% from 2018 to 2019. Built and implemented a strategic plan that resulted in the launch of a \$1,000,000 Capital Campaign and raised 38% in the first 4 months (November 2019-February 2020 before Covid 19). Maintained a high donor retention rate. Increased the number of major gifts each year by 50%.

Introduced several digital fundraising initiatives such as NH Gives, Giving Tuesday and a year-end email campaign. Implemented an annual Gala which raised more than \$100K in 2019. Participated on the negotiating team for the "Concerts in the Clouds" partnership. Presented a total of 19 live music concerts, including Rhiannon Giddens, Chris Thomas King, Steep Canyon Rangers, The Hot Sardines, and the Lobbyists.

5/2012-8/2017:

Go Red For Women Director • Development

American Heart Association

Responsibility: Manage annual campaign, Manchester and Boston
Major Accomplishments:

Increased the number of Circle of Red members by 300% (major giving society). Planned and implemented fundraising events for up to 500 guests in multiple metro-markets. Managed a volunteer committee of 10-15 community leaders. Constructed the "largest red dress" on record as a fundraising promotion.

10/2008-4/2012:

Senior Account Executive • Sales • Cumulus Media- WOKQ

Responsibility: Manage and grow client list of clients (100+)

Major Accomplishments: Increased active billing by more than 50% in the first year. Regularly reached and exceeded monthly billing/sales goals. Recorded the highest billing month on record for the northern territory.

Leslie P Craigen, MHA

PROFESSIONAL SUMMARY

- Senior Business Finance Analyst experienced in Financial Planning & Analysis, Budgeting, multi-year forecasting, business operations and modeling, database reporting and project management
- Supported CFO, VPs of Operations and Executive Directors and provided solutions for negative budget variances ensuring year over year EBITDA growth and adherence to GAAP and SOX
- Effectively dissected and explained complex financial and operational processes to all levels of operations

PROFESSIONAL SUCCESSES

- Successfully negotiated rate relief for five nursing centers in CT yielding an additional 9.3% in Medicaid revenues over 5 years
- Negotiated six Out-of-State Medicaid contracts for four nursing centers, thereby increasing referrals and revenues
- Played an instrumental role in the passage of Provider Tax Legislation in the states of CT & NH
- Identified and effectively disputed a Forecasting error related to a large acquisition saving the company over \$4.2M
- Achieved a 45% reduction in Accounts Receivable Days Sales Outstanding (DSO) across 12 nursing centers

EDUCATION

University of New Hampshire

- Masters of Health Administration 2000
- Bachelors of Health Management and Policy 1995

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE CHILDREN'S HEALTH FOUNDATION

Nov 2017 – current

Finance & Administration Manager

- Staff Finance & Investment Committee with Board members, working in conjunction with outside investment counsel to manage the Foundation's endowment, financial policies & procedures, Risk Management, and Investment Policy Statement
- Prepares all financial reporting for the Foundation staff, Board and external auditors, state and federal
- Reviews all Grant applicants' financials, tracks grant expenditures and ensures compliance with grant reporting

KINDRED HEALTHCARE

1998 – Oct 2017

Kindred at Home

Executive Director

Dec 2016 – Oct 2017

- Responsible for the complete operation of a home health agency providing SN, PT, OT, ST, HHA and MSW services to an average caseload of 180 clients in York County, Maine
- Ensure compliance with company P&P, state and federal regulations, all HR and financial processing while maintaining a healthy profit margin (20.7% over budget and 18.1% growth over prior year EBITDA)

Kindred Healthcare

Division Operational Analyst

Nov 2011 – Nov 2016

- Responsible for 23 Skilled Nursing Facilities, 3 Subacute Units and 7 Assisted Living Facilities across multiple states: GA, KY, MA, ME, NC, OH, VA, TN & TX
- Prepared Annual Budgets for a \$1.2B annual revenue Fortune 500 long term care company
- Responsible for complete budget process from census development, reimbursement & expense trend analysis to the creation of staffing models
- Directed weekly and month end close ensuring accuracy of statements and adherence to GAAP standards

- Provided Operational Variance Analysis and assisted leadership to implement mitigation plans
- Maintained Financial Projections, monitored performance, and executed solutions for improvement
- Monitored key business metrics to identify risks and opportunities
- Provided cash flow analysis and ROI for capital projects and new business ventures
- Provided Financial Training for Executive Leadership, Nursing Home Administrators and Directors of Nursing focused on bottom line achievement while fostering an environment of advancement
- Continually updated P&P to ensure maximum efficiencies and regulatory compliance were achieved

Regional Manager of Operational Reimbursement

Jun 2004 – Oct 2011

- Served as liaison with state healthcare organizations and State Department of Health and Human Services in nine states: CT, MA, ME, NC, NH, PA, RI, VA & VT to continually keep abreast of proposed changes to reimbursement methodologies and program implementations impacting reimbursement
- Participated on committees of state healthcare organizations within all nine states; Reimbursement Committee, Payment for Services Committees, and Government Relations Committees
- Prepared detailed multi-year Medicaid revenue (\$400M) forecasts for 95 centers across nine states
- Articulated to Executive Leadership implications of proposed legislation
- Trained operations and clinical personnel in Medicare and Medicaid reimbursement principles, revenue recognition, accurate expense coding, allocations and statistical analysis
- Worked with various reimbursement methodologies and assisted with cost report submissions across nine states to ensure revenue maximization
- Developed grassroots government relations programs in nine states and initiated political outreach activities as needed to support/extinguish proposed legislation
- Educated state legislators on impact of proposed state budgets on businesses and the workforce in their district
- Worked with Managed Care Department to analyze and cost out proposed reimbursement structure including care levels, per diems, exclusions, and add-ons
- Managed adjudication/payment audits and communication with states and/or legal counsel as needed

Regional Financial Analyst

Jan 2001 – May 2004

- Responsible for 34 Skilled Nursing Facilities across multiple states: CT, MA, ME, NH, PA, RI & VT
- Prepared annual budgets for centers and provided monthly budget variance analysis
- Created multi-year proformas and provided impact analysis of new business ventures/opportunities
- Provided constructive input and direction regarding staffing, cost controls and operational planning
- Experienced with acquisition and divestiture forecast analysis and system/operations conversation
- Accountable for oversight of Revenue Cycle Management across multiple centers to include accurate billing and timely reimbursement
- Ensured compliance with GAAP, Sarbanes-Oxley and HIPPA through training and monitoring of segregation of duties, information systems access and adherence to policies and procedures

District Director of Finance

Feb 1998 – Dec 2000

- Oversaw 60+ business office staff (AR, AP, Payroll & HR) at twelve nursing centers across three states (MA, NH & VT)
- Prepared annual budgets and performed monthly variance analysis
- Responsible for Revenue Cycle Management

OLSTEN KIMBERLY QUALITY CARE

Business Office Manager & Medical Records

Aug 1995 - Jan 1998

- Responsible for Medical Records and oversight of payroll, billing and client scheduling departments
- Serviced the entire state of New Hampshire with a special focus on terminally ill children and Hospice

PERSONAL AFFILIATIONS

- Girls at Work, Inc
Finance Manager 2018 – Present
- Barrington Soccer Club, LLC
Treasurer 2018 – Present
- SAU 74 Barrington, NH
Chair of School Board Budget Committee 2011 – Present

[REDACTED] • PHONE (603) [REDACTED]
[REDACTED]

Sara J. Lutat

Dedicated and Caring Master Social Worker/MLADC

EXPERIENCE

Dismas Home of New Hampshire, Manchester, NH, Clinical Director (January 2021 to present)

- Provide clinical support by development/implementation of evidence-based, peer reviewed and supported best practices related to clinical and psychoeducational groups as well as research, preparation, documentation/group reporting within the ASAM 3.1 Level of Care, Low Intensity Residential Alcohol and Drug Treatment/Transitional Living Program for previously incarcerated women diagnosed with substance use disorders and co-occurring mental illnesses as they re-enter the community
- Provide individual clinical counseling, minimum of one hour a week, and clinical monitoring of each resident, as well as being available for 24/7 clinical consult as needed or determined by assessment of a crisis management situation, on or off the premises via cell phone or in person
- Assessment, evaluation, diagnosis, development, review and adjustment of treatment plans and co-occurring mental health documentation, monitoring and documenting progress every 30 days
- Oversee all evidence-based, case management practices by DHNH case managers/Certified Recovery Support Workers (CRSWs)
- Supervise CRSWs/case managers and provide for training to meet state contract and licensure requirements, to include a weekly facilitation of a CRSW team meeting/supervision a minimum of one hour each week.
- Provide clinical/administrative supervision of Program Coordinator/CRSW
- Assist with the development and monitoring of program budgets within allocated budget adopted by Board of Directors and Finance Committee.
- Develop new programs in response to adapting to the needs of previously incarcerated women who are struggling with substance use disorder and co-occurring mental illnesses, as well as responding to identified service gaps within the New Hampshire communities.
- Working with Executive Director, ensure programs, ASAM 3.1, Low Intensity, up to 90-day, Residential, Alcohol and Drug Rehabilitation/Transitional Living Programs are compliant with all state and federal laws and regulations as well as agency policies and procedures
- Working with Executive Director develop, annually review, and amend policies as needed to meet New Hampshire State licensure, and federal laws and regulations as well as agency policies and procedures
- Working with Executive Director ensure needs for supervision and support are met for staff
- Supervise social work interns (MSWs/BASWs) and complete all required documentation and supervision requirements that placement programs mandate
- Working with Executive Director oversee disciplinary actions related to staff to include documentation, review of performance and terminations
- Assist Program Coordinator with orientation of new staff, interns, and volunteers
- Oversee Program Coordinator's supervision of the mandated documentation required for new hiring to meet licensure requirements, as well as quarterly review of personnel files
- Co-facilitate annual performance reviews of staff with Executive Director
- Working with Executive Director recruit and retain competent staff
- Plan for and arrange staff training to meet the requirements of licensure and government contracts
- Coordinate and conduct biological, psychological, and social interviews for prospective residents, including conducting background interviews with collateral parties prior to being accepted
- Oversee the wait list for clients which have been accepted into the DHNH 4-phase program.

- Oversee coordination of care of residents within the integrated health system of NH as mandated by government contractual agreements
- Partner with Executive Director with developing, maintaining, stewarding community partnerships with stakeholders to include but not limited to, other treatment agencies, drug courts, county and state correctional partners, physical and mental health agencies, integrated health networks of NH, the Doorway, managing care providers, Department of Health and Human Services (DHHS), Bureau of Alcohol and Drug Services (BDAS), and State Opioid Response (SOR)
- Support of residents with legal requirements and involvement by providing regular updates and documentation to parole/probation officers, judges, drug courts, officers of the court, and testifying on the residents' behalf when asked to do so
- Oversee all activities related to the intakes and discharges of residents, as well as complete all documentation including clinical evaluation before being accepted into the program.
- Ensure that all programmatic services meet or exceed the industry and professional standards
- Supervise and oversee Program Coordinator and all activities that support the health and well-being of the residents in execution of the mission of Dismas Home
- Coordinate, prepare for, and aid the Quality Improvement Committee (QIC) in conducting quarterly reviews of DHNH policies, resident care, and case management activities
- Present, discuss, review, and implement suggestions of Quality Improvement Committee (QIC) with Executive Director, and Board of Directors
- Provide reports as requested such as maintaining bed utilization/projection, government funding stream forecasts to Executive Director, Finance Manager, Finance Committee, and Board Executive Committee
- Working with Executive Director develop, review, and update all clinical, resident, personnel, and agency policies to meet licensure and state standards
- Working with Executive Director ensure compliance with 42CFR Part 2 (Federal Confidentiality Substance Use Disorder Regulations) and Health Insurance Portability and Accountability Act
- Conduct and follow-up on Medicaid Concurrent resident 28-day reviews with Managing Care Providers
- Complete Bureau of Alcohol and Drug Services (BDAS) billing once a month, as well as provide all documentation and surveys required and necessary for compliance of credentialing and contracting
- Assist Executive Director with completing applications for grants providing all documentation necessary as well as follow-up on performance of the grant and use of grant funds to grantors or government funding sources
- Maintain and enter accurate care notes and substance use disorder information of residents in NH WITS, data collection system, to meet the contract requirements of BDAS
- Maintain/renew current licensure of Master Licensed Alcohol and Drug Counselor, 26 hours collaboration with a peer, MLADC, each two-years of certification as well as complete all professional growth units required, 45 hours for every two-years of certification.
- Regularly meet with Executive Director to review overall-supervision of 4-phase program
- Participate in an administration team consisting of the Executive Director, Clinical Director and Finance Manager with the goal of maintaining, sustaining, and supporting a clinically therapeutic, healing, and nurturing environment in pursuit of the mission of Dismas Home

Dismas Home of New Hampshire, Manchester, NH, Executive Director/Clinical Director (5/2017- 1/2021)

- Ensure on-going, rigorous evaluation of the program, to support strategic plan and goals of the mission
- Implement and oversee DHNH volunteer program
- Foster strong communication with Board of Directors, alumni, community partners/stakeholders
- Assist Board President with developing/maintaining and supporting a strong Board of Directors, serving as ex-officio of each committee; seek and build board involvement with strategic direction for day-to-day operations of DHNH
- Coordinate and attend all Board of Director Meetings and committee meetings
- Develop and review monthly Board meeting agenda with Board President
- Update the Board of Directors with current state of DHNH programming

- Lead, coach develop, and retain DHNH's staffing team
- Develop and sustain strong communication with Board of Directors/Committee Members
- Develop and sustain effective tracking systems to track progress, and regularly evaluate program components, to measure successes that can be effectively communicated to the Board of Directors, funders, and other community stakeholders
- Advocate for policy changes with legislators and community policy makers on behalf of previously incarcerated women, educating the NH communities to the stigma, barriers, and obstacles such as substance use disorder, co-occurring mental illnesses, and complex trauma over a lifetime pose for our target population
- Attend regular trainings and coaching sessions to develop and refine skills as Executive Director
- Assist with financial cost analysis and budget development within the organization and take/make corrective actions as needed to address fiscal challenges and problems
- Implement and oversee revenue generating and fundraising activities to support existing program operations and expansion efforts
- Deepen and refine all aspects of communications – from web presence to external relations with the goal of expanding, increasing bed capacity, for DHNH and establishing credibility as a Residential, Low Intensity, Up to 90-Day Alcohol and Drug Rehabilitation/Transitional Living Program.
- Leverage relationships and community partnerships to garner new opportunities for planning
- Develop and sustain a grant writing system in which grants are researched, applied for, and reported out on in a timely manner to strengthen grantor/grantee relationships, aiming for a 70% success rate
- Assist Board President with developing and implementing a media plan and strategies to support fundraising efforts along with Chair of the Resource and Development Committee

Dismas Home of New Hampshire, Manchester, NH, Program Manager (4/2016 – 5/2017)

- Program Manager for the start-up non-profit of Dismas Home of NH, responsible for overseeing all operations of an unlicensed transition/sober living home for previously incarcerated women who were diagnosed with substance use disorder, co-occurring mental illness, and complex traumas

YWCA New Hampshire, Crisis Center, Manchester, NH, MSW Internship (8/2015 – 4/2016)

Cynthia Day Family Center, Keystone Hall, Nashua, NH, MSW Internship (8/2014 to 5/2015)

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

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

- Licensed NH educator, Pre-K – 8; General Special Educator Pre-K – 21 years
- Certified as a Project Adventure experiential educator/facilitator

EDUCATION

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

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

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



BOARD OF LICENSING FOR ALCOHOL &
OTHER DRUG PROFESSIONALS
STATE OF NEW HAMPSHIRE

THE LICENSE OF
SARALUTAT
AS MASTER LICENSED ALCOHOL & DRUG COUNSELOR

No. 11000

Issue Date: 05/10/2018

Expiration Date: 06/30/2022

[Handwritten Signature]
John R. Kelly, M.D., M.P.H.

Complaints concerning this certificate holder shall be sent to NH Board of Licensing for Alcohol
& Other Drug Use Professionals, 121 Fruit St, Philbrook Bldg, Concord NH, 03301

CONTRACTOR NAME

Key Personnel/Administrators

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cheryll Andrews	Executive Director	\$75,000.00	11%	\$15,000.00
Sara J. Lutat	Clinical Director	\$70,000.00	20%	\$14,000.00
Leslie Craigen	Financial Manager	\$26,000.00	20%	\$ 4,500.00

TOTAL \$33,500.00

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Lori A. Shilbette
Commissioner

Katja S. Fox
Director

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

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

November 16, 2020

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

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

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

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

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

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

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

Areas served: Statewide

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

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

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner

Attachment A
Financial Details

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

Dismas Home of NH Vendor Code: 290061-8001 PO TBD

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

FIT/NE/NH, Inc. Vendor Code: 157730-8001 PO TBD

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

HEADREST Vendor Code: 175226-8001 PO TBD

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

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

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

West Central Services Vendor Code: 177854-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
Sub-total			\$0	\$3,205	\$3,205
Total Gov. Comm			\$126,950	\$281,850	\$408,800

Attachment A
Financial Details

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

Diasma Home of NH Vendor Code: 290061-8001

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

FIT/NNH, Inc. Vendor Code: 157730-8001

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

HEADREST Vendor Code: 175226-8001

PO1062979

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

Phoenix Houses of New England, Inc.

Vendor Code: 177589-8001

PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-500731	Contracts for Prog Svc	\$64,645	\$0	\$64,645
Sub-total			\$269,050	\$0	\$269,050

West Central Services

Vendor Code: 177654-8001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
Sub-total			\$0	\$6,795	\$6,795
Total Clinical Svcs			\$289,050	\$59,700	\$348,750

Attachment A
Financial Details

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

Dismas Home of NH

Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$43,790	\$43,790
2022	102-500731	Contracts for Prog Svc	\$0	\$15,600	\$15,600
Sub-total			\$0	\$59,390	\$59,390

FIT/NNH, Inc.

Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,668	\$73,668
Sub-total			\$0	\$381,927	\$381,927

HEADREST

Vendor Code: 175226-8001

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

Phoenix Houses of New England, Inc.

Vendor Code: 177589-8001

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

West Central Services

Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$868,109	\$595,479	\$1,463,589
Grand Total All			\$1,264,109	\$1,473,729	\$2,737,838

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 228 Shaker Rd, North Sutton, NH 03260	
1.5 Contractor Phone Number (603) 872-3004	1.6 Account Number 05-95-92-920510-33820000-102-500734 05-95-92-920510-33840000-102-500734 05-95-92-920510-70400000-102-500734	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$130,640
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Sara J. Lutat</i> Date: 11/12/2020		1.12 Name and Title of Contractor Signatory Sara J. Lutat Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 11/12/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: 11/13/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS
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Date 11/12/2020

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide the Department with written notice no later than 30 day prior to changes in:
 - 1.1.1. Ownership;
 - 1.1.2. Physical location; or
 - 1.1.3. Name of establishment.
- 1.2. The Contractor shall submit a copy of the certificate of amendment from the New Hampshire Secretary of State, as applicable, that includes the effective date of the name change.
- 1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to individuals who:
 - 1.3.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment; and
 - 1.3.2. Have income below 400% Federal Poverty Level; and
 - 1.3.3. Are residents of New Hampshire or homeless in New Hampshire; and
 - 1.3.4. Are determined positive for substance use disorder.
- 1.4. Clinical Services
 - 1.4.1. The Contractor shall adhere to a clinical care manual that includes policies and procedures related to all clinical services provided.
 - 1.4.2. The Contractor shall ensure all clinical services:
 - 1.4.2.1. Focus on the client's strengths;
 - 1.4.2.2. Are sensitive and relevant to the diversity of the clients being served;
 - 1.4.2.3. Are client and family centered;
 - 1.4.2.4. Are trauma informed and designed to acknowledge the impact of violence and trauma on individuals' lives and the importance of addressing trauma in treatment.
 - 1.4.3. The Contractor shall conduct a client orientation upon a client's admission, either individually or by group, that includes:
 - 1.4.3.1. Rules, policies, and procedures relative to programs and facilities;
 - 1.4.3.2. Requirements for successfully completing the program;

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

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- 1.5.4. The Contractor shall provide medical withdrawal management services supported by SOR Funds only when the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.
- 1.5.5. The Contractor shall ensure individuals receiving financial aid for recovery housing utilizing SOR funds are in a recovery housing facility that aligns with the National Alliance for Recovery Residences standards and is registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with New Hampshire Administrative Rules, He-A 305, Voluntary Registry for Recovery Houses.
- 1.5.6. The Contractor shall accept individuals on MAT and facilitate access to MAT on-site or through referrals for all individuals supported with SOR Grant funds, as clinically appropriate.
- 1.6. Transition Plan
 - 1.6.1. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services.
 - 1.6.2. The Contractor shall ensure the transition plan includes, but is not limited to:
 - 1.6.2.1. Actions to be taken to ensure individuals seamlessly transition to alternative providers with no gaps in services.
 - 1.6.2.2. Where and how individual records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for individual records; and
 - 1.6.2.3. Individual notification processes to ensure individuals are notified of the transition to ensure no gaps in services and how to access their records.
- 1.7. Resiliency and Recovery Oriented Systems of Care
 - 1.7.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model. The Contractor shall:
 - 1.7.1.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align work with IDN projects that may be similar in nature or impact the same populations.
 - 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN

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

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

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

1.7.1.4.1. Ensuring timely admission of individuals to services.

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

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

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

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

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

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

1.8. Substance Use Disorder Treatment Services

1.8.1. The Contractor shall provide Transitional Living Services according to an individualized treatment plan designed to support individuals as they transition back into the community. The Contractor shall ensure transitional living services include a minimum of three (3) hours of clinical services per week of which a minimum of one (1) hour is delivered by a Licensed Counselor or an unlicensed Counselor supervised by a Licensed Supervisor, with the remaining hours delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The Contractor

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shall ensure the maximum length of stay of six (6) months. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

- 1.8.2. The Contractor shall provide Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. The Contractor shall ensure low-intensity residential treatment services provide residential substance use disorder treatment services designed to support individuals who need this residential service. The Contractor shall provide low-intensity residential treatment to prepare individuals for becoming self-sufficient in the community. The Contractor may receive a portion of room and board payment from adult residents that work in the community.

1.9. Enrolling Individuals for Services

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
 - 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
 - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
 - 1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and
 - 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record

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- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.
- 1.9.6. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
 - 1.9.6.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.6.2. During treatment only when determined by a Licensed Counselor.
- 1.9.7. The Contractor shall either complete clinical evaluations in Paragraph 1.9.6, above before admission or Level of Care Assessments in Paragraph 1.9.3, above before admission along with a clinical evaluation in Paragraph 1.9.6, above after admission.
- 1.9.8. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.9.8.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.9.8.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.8.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.8.2.2. A service with the next available higher intensity ASAM Level of Care;

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- 1.9.8.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
- 1.9.8.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.9. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.9.9.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 1.9.9.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.9.9.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.9.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.9.9.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.9.9.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.9.9.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.9.9.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.

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- 1.9.9.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.
- 1.9.9.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.9.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.9.5. Individuals with Opioid Use Disorders.
- 1.9.9.6. Veterans with substance use disorders.
- 1.9.9.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.9.8. Individuals who require priority admission at the request of the Department.
- 1.9.10. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.11. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.12. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.12.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.12.2. Probation and parole programs.
 - 1.9.12.3. Doorways.
- 1.9.13. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.14. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.15. The Contractor shall not deny services to an adolescent due to:

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- 1.9.15.1. The parent's inability and/or unwillingness to pay the fee; or
- 1.9.15.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.16. The Contractor shall provide services to eligible individuals who:
 - 1.9.16.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.9.16.2. Have co-occurring mental health disorders; and/or
 - 1.9.16.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.9.17. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.18. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.9.18.1. Kitchens.
 - 1.9.18.2. Group rooms.
 - 1.9.18.3. Recreation rooms and/or areas.
- 1.10. Denial of Services
 - 1.10.1. The Contractor shall ensure individuals who are denied services:
 - 1.10.1.1. Are informed of the reason for denial; and
 - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
 - 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;
 - 1.10.2.2. Relapsed from an earlier treatment;
 - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
 - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.

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1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date the individuals first receive substance use disorder treatment services other than evaluation.

1.12: Assistance with Enrolling in Insurance Programs

1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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

1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.13. Service Delivery Activities and Requirements

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

1.13.1.1. All policies and procedures are reviewed and revised, as necessary.

1.13.1.2. All staff providing services receive training on policies and procedures currently in place.

1.13.1.3. Maintenance of specific policies that include, but are not limited to:

1.13.1.3.1. Client rights, grievance and appeals policies and procedures.

1.13.1.3.2. Progressive discipline, leading to administrative discharge.

1.13.1.3.3. Reporting and appealing staff grievances.

1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.13.1.3.5. Policies on client and employee smoking.

1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

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- 1.13.1.3.7. Policies and procedures for holding a client's possessions.
- 1.13.1.3.8. Secure storage of staff medications.
- 1.13.1.3.9. A client medication policy.
- 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
- 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
- 1.13.1.3.14. Procedures related to quality assurance and quality improvement.

1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:

1.13.2.1. During initial contact.

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- 1.13.2.2. During screening.
- 1.13.2.3. At intake.
- 1.13.2.4. During admission.
- 1.13.2.5. During on-going treatment services.
- 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
 - 1.13.3.1. During initial contact.
 - 1.13.3.2. During screening.
 - 1.13.3.3. At intake.
 - 1.13.3.4. During admission.
 - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
 - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

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- 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
 - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
 - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

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- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
 - 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
 - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
 - 1.13.6.2.4. Peer recovery support provider, as appropriate.
 - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
 - 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
 - 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.13.6.5.2. Probation and/or parole programs, as applicable
 - 1.13.6.5.3. The Doorways, as applicable.
 - 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.
- 1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

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- 1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.
- 1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:
 - 1.13.7.2.1. Continuing Service Criteria, A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or
 - 1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and /or
 - 1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.
- 1.13.7.3. Include a minimum of one (1) of the four (4) criteria for transfer or discharge, which include:
 - 1.13.7.3.1. Transfer or Discharge Criteria A: The individual has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The

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Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

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

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

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

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

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

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

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

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

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

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

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

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

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

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

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

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TCP) and the certified, tobacco cessation counselors available through the QuitLine.

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

1.15. Medication Services

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

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

1.15.2.1. The client's name;

1.15.2.2. The medication name and strength;

1.15.2.3. The prescribed dose;

1.15.2.4. The route of administration;

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- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:
 - 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
 - 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;
 - 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
 - 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.

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- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
 - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record; and
 - 1.15.9.2. The client is provided with remaining medication to take with him or her

1.16. Tobacco Free Environment

- 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
 - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
 - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.
 - 1.16.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.
 - 1.16.1.4. Prohibit the use of tobacco in any Contractor-owned vehicle and personal vehicles when transporting individuals on authorized business
 - 1.16.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

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- 1.16.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 1.16.1.6.1. A designated smoking area(s), which is located at least twenty (20) feet from the main entrance.
 - 1.16.1.6.2. All materials used for smoking in designated area, including cigarette butts and matches, must be extinguished and disposed of in appropriate containers.
 - 1.16.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 1.16.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 1.16.2. The Contractor shall ensure that all individuals are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.
- 1.16.3. The Contractor shall ensure the tobacco free environment policy is:
 - 1.16.3.1. Posted in the Contractor's facilities.
 - 1.16.3.2. Posted in all Contractor vehicles.
 - 1.16.3.3. Included in employee, individual, and visitor orientations.
- 1.16.4. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging individuals from substance use disorder treatment and recovery support services provided.
- 1.17. Staffing
 - 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
 - 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
 - 1.17.2.1. Job title;
 - 1.17.2.2. Physical requirements of the position;
 - 1.17.2.3. Education and experience requirements of the position;
 - 1.17.2.4. Duties of the position;
 - 1.17.2.5. Positions supervised; and

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- 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
 - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
 - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
 - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 1.17.4.2. Do not exceed the criminal background standards established above;
 - 1.17.4.3. Are licensed, registered or certified as required by state statute and as applicable;
 - 1.17.4.4. Receive an orientation within the first three (3) days of work or prior to direct contact with clients, which includes:
 - 1.17.4.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
 - 1.17.4.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
 - 1.17.4.4.3. Confidentiality requirements;

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- 1.17.4.4.4. Grievance procedures for both clients and staff;
- 1.17.4.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position for which they were hired;
- 1.17.4.4.6. Topics covered by both the administrative and personnel manuals;
- 1.17.4.4.7. The Contractor's infection prevention program;
- 1.17.4.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
- 1.17.4.4.9. Mandatory reporting requirements for abuse or neglect including but not limited to the requirements in RSA 161-F and RSA 169-C:29;
- 1.17.4.5. Sign and date documentation that certifies orientation is completed; and
- 1.17.4.6. Complete a mandatory annual in-service education, which includes a review of all elements described above.
- 1.17.5. The Contractor shall ensure that, prior to having contact with clients, employees and contracted employees:
 - 1.17.5.1. Submit proof of a physical examination or a health screening conducted not more than 12 months prior to employment which includes, but is not limited to:
 - 1.17.5.1.1. The name of the examinee.
 - 1.17.5.1.2. The date of the examination.
 - 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
 - 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
 - 1.17.5.1.5. The dated signature of the licensed health practitioner.

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- 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.
 - 1.17.7.3. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable.
 - 1.17.7.4. A signed and dated record of orientation.
 - 1.17.7.5. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable.
 - 1.17.7.6. Records of screening for communicable diseases results required above.

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- 1.17.7.7. Written performance appraisals for each year of employment including descriptions of any corrective actions, supervision, or training determined necessary by the individual's supervisor.
- 1.17.7.8. Documentation of annual in-service education.
- 1.17.7.9. Information on the general content and length of all continuing education or educational programs attended/
- 1.17.7.10. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
- 1.17.7.11. A statement that is signed by the individual at the time of initial offer of employment and annually thereafter, stating the individual:
 - 1.17.7.11.1. Does not have a felony conviction in this or any other state that has not been disclosed to the Department;
 - 1.17.7.11.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
 - 1.17.7.11.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
 - 1.17.7.11.4. Documentation of the criminal records check.
- 1.17.8. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:
 - 1.17.8.1. A minimum of one (1) licensed supervisor, defined as:
 - 1.17.8.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);
 - 1.17.8.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or
 - 1.17.8.1.3. Licensed mental health provider.

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

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

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

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

1.17.8.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

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

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

1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-

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therapy, and periodic assessment of progress;
and

- 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
 - 1.17.14.1. Review of case records;
 - 1.17.14.2. Observation of interactions with clients;
 - 1.17.14.3. Skill development; and
 - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.
- 1.17.17. The Contractor shall provide training to staff on:
 - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security

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and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
 - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served. The Contractor shall ensure student interns, prior to beginning an internship, complete:
 - 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.

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- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
 - 1.17.25.1. The contract requirements.
 - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
 - 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

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

1.19. Inspections

- 1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:
 - 1.19.1.1. A reception area separate from living and treatment areas;
 - 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;

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- 1.19.1.3. Secure storage of active and closed confidential client records; and
 - 1.19.1.4. Separate and secure storage of toxic substances.
 - 1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:
 - 1.19.2.1. The facility premises;
 - 1.19.2.2. All programs and services provided under the contract; and
 - 1.19.2.3. Any records required by the contract.
 - 1.19.3. The Department may issue a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.
 - 1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.
- 1.20. Web Information Technology System (WITS)**
- 1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.
 - 1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.
 - 1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:
 - 1.20.3.1. Is not entered into the WITS system; and
 - 1.20.3.2. Does not receive services described this contract.
 - 1.20.3.3. Is assisted with finding alternative payers for the required services.
 - 1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.
- 1.21. Quality Improvement**
- 1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:
 - 1.21.1.1. Participating in electronic and in-person individual record reviews.

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

1.22. Client Discharge and Transfer

- 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;
 - 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
 - 1.22.1.3. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized; and
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:

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- 1.22.2.1. The dates of admission and discharge or transfer.
- 1.22.2.2. The client's psychosocial substance abuse history and legal history.
- 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
- 1.22.2.4. The reason for discharge or transfer.
- 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
- 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
- 1.22.2.7. A continuing care plan, including all ASAM domains.
- 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
- 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;
 - 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
 - 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:

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- 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
- 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
- 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

- 1.23.1. Notice of Client Rights
 - 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;
 - 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
 - 1.23.1.1.3. Notification of rights are documented in the client record.
 - 1.23.1.1.4. Posting the notices continuously and conspicuously;
 - 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

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

1.24. Administrative Remedies

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

- 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
- 1.24.1.2. Imposing a directed POC upon a Contractor;
- 1.24.1.3. Suspension of a contract; or
- 1.24.1.4. Revocation of a contract.

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

- 1.24.2.1. Identifies each deficiency;
- 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
- 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

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

1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:

- 1.24.3.1.1. How the Contractor intends to correct each deficiency;
- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;

1.24.3.2. The Department shall review and accept each POC that:

- 1.24.3.2.1. Achieves compliance with contract requirements;
- 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;

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- 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
- 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC;
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.
- 1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
 - 1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
 - 1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or
 - 1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information.

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Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.
- 3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:
 - 3.2.1. 100% of all individuals at admission;
 - 3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and
 - 3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.
- 3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:
 - 3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.
 - 3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.
- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
 - 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
 - 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.

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- 3.4.1.6. Medical emergency.
- 3.4.1.7. Restraint.
- 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
 - 3.7.1. When the sentinel even involves any individual receiving services under this contract;
 - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event; and
 - 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
 - 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
 - 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the department.

4. Performance Measures

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

4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:

- 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
- 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
- 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
- 4.1.1.4. Clinically appropriate services: % of individuals receiving ASAM level of care within 30 days;
- 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and

4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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

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

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license

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or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

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

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

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

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

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

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

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Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Maintenance of Fiscal Integrity

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

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

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- 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
 - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:
 - 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;

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- 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
 - 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
 - 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
 - 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 8. Contract Compliance Audits**
- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
 - 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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Payment Terms

1. Sources of Funding

1.1. This Agreement is funded by:

- 1.1.1. 16.373%, federal funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
- 1.1.2. 59.892%, federal funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
- 1.1.3. 10.829%, general funds; and
- 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.

1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.

2. For the purposes of this Agreement:

- 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
- 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
- 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Non Reimbursement for Services

3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Work, such as but not limited to:

- 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
- 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.

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- 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.
- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

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

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
 - 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
 - 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1; Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$59,390**.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

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6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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

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

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

7.1.2. The charges to the Department.

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

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

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

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

8. Charging for Clinical Services under Transitional Living

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

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8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.4.2 and 5.4.3 above for clinical services provided only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

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

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

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

10. Submitting Charges for Payment

- 10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:
 - 10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
 - 10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
 - 10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

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- 10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 10.1.5. Submit separate batches for each billing month.
- 10.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.
- 10.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.
- 10.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 10.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 10.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 10.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 10.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 10.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 10.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 10.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

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- 10.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 10.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 10.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 11. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds
 - 11.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
 - 11.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:
 - 11.2.1. Make cash payments to intended recipients of substance abuse services.
 - 11.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 11.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 11.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
 - 11.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
 - 11.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds

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provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

12. Audits

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

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

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

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

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

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

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Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1

Service Fee Table

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

Table A

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials SJ
Date 11/12/2020

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

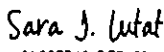
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

11/12/2020

Date

DocuSigned by:

 Name: Sara J. Lutat
 Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

11/12/2020

Date

DocuSigned by:

Sara J. Lutat

Name: Sara J. Lutat

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 11/12/2020

New Hampshire Department of Health and Human Services
Exhibit F.



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/12/2020

Date

DocuSigned by:
Sara J. Lutat
Name: Sara J. Lutat
Title: Executive Director

Contractor Initials: SJL
Date: 11/12/2020

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



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/12/2020

Date

DocuSigned by:

Sara J. Lutat

Name: Sara J. Lutat

Title: Executive Director

Exhibit G

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

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Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/12/2020

Date

DocuSigned by:

Sara J. Lutat

Name: Sara J. Lutat

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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

Contractor Initials

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Date 11/12/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

DS
S JL

Date 11/12/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

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Date 11/12/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials

SJL

Date 11/12/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials SJL

Date 11/12/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative

Director

Title of Authorized Representative

11/12/2020

Date

Dismas Home of New Hampshire, Inc.

Name of the Contractor

Sara J. Lutat

Signature of Authorized Representative

Sara J. Lutat

Name of Authorized Representative

Executive Director

Title of Authorized Representative

11/12/2020

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

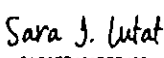
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

11/12/2020

Date

DocuSigned by:

 Name: Sara J. Lutat
 Title: Executive Director

DS

 Contractor Initials
 Date 11/12/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 098110045
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Headrest ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$366,150
2. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
 - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department, including:
 - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services,
 - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
 - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
 - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
5. Modify Exhibit B, Section 5, Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:
5.3. Credits, Copyright Ownership, and Licenses
6. Modify Exhibit B, Section 5., Subsection 5.3, by adding Paragraph 5.3.5 to read:
 - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor shall:

5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 Sample End User License

SS-2021-BDAS-04-SUBST-06-A01

Headrest

Contractor Initials: 

Agreement with the State of New Hampshire prior to such referencing or marketing.

5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

7. Modify Exhibit C, Payment Terms, Section 6, to read:

6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) or Stimulant Use Disorder in Residential Level of Care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorder in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$216,900**.

6.3. The Contractor shall maintain documentation that includes, but is not limited to:

6.3.1. Medicaid ID of the Client.

6.3.2. WITS ID of the Client, if applicable.

6.3.3. Period for which room and board payments apply.

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.

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

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

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8. Modify Exhibit C, Payment Terms, Section 9, Submitting Charges for Payment, Subsection 9.5, to read:

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

9. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.6 to read:

	Service	Maximum Allowable Charge	Unit
1.6	Low-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

10. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/13/2021
Date

DocuSigned by:
Katja Fox
Name: Katja Fox
Title: Director

Headrest

5/12/2021
Date

DocuSigned by:
Cameron Ford
Name: Cameron Ford
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/14/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit L, Amendment #1

SAMPLE End User License Agreement

This End User License Agreement ("EULA") is made this ___ day of _____, 20___ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sub-licensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

DS
CF

5/12/2021

Exhibit L, Amendment #1

SAMPLE End User License Agreement

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

DS
CF

5/12/2021

State of New Hampshire

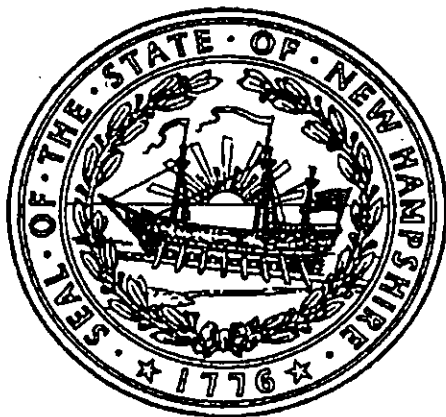
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61466

Certificate Number: 0005345860



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, _____ Andrew Daubenspeck _____, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _____ Headrest _____
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/ shareholders, duly called and held on _____April 20_____, 2021_____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

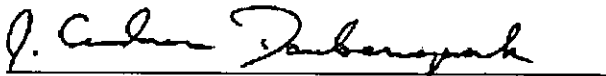
VOTED: That _Cameron Ford, Executive Director _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _____ Headrest _____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/21/2021 _____



Signature of Elected Officer
Name: Andrew Daubenspeck
Title: Secretary of the board



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2021

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

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

PRODUCER A.B. Gile, a division of The Rowley Agency PO Box 66 Hanover, NH 03755	CONTACT NAME:		
	PHONE (A/C, No. Ext): (603) 643-4540	FAX (A/C, No.): (603) 643-6382	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Headrest, Inc. 14 Church Street Lebanon, NH 03766	INSURER A: Philadelphia Insurance Co.		
	INSURER B: Eastern Alliance		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2158369	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2158365	7/15/2020	7/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB731419	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	128046-01	7/15/2020	7/15/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

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

H E A D R E S T

Mission Statement (updated January 2020)

Headrest supports individuals and their families, friends and neighbors affected by substance use, navigating recovery, or in crisis, by providing effective programs and treatment options that support prevention and long-term recovery.

Headrest will never turn anyone away.

Vision:

We imagine a world where there is no shame in getting the help you need.

HEADREST, INC.
FINANCIAL STATEMENTS
June 30, 2020 and 2019

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire

We have audited the accompanying financial statements of Headrest, Inc., which comprises the statement of financial position as of June 30, 2020 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Headrest, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 5, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Rowley & Associates, P.C.
Concord, New Hampshire
December 16, 2020

HEADREST, INC
 STATEMENT OF FINANCIAL POSITION
 June 30, 2020, With Comparative Totals for June 30, 2019
 See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Total	2019
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 468,485	\$ -	\$ 468,485	\$ 6,807
Accounts receivable	110,500	-	110,500	108,999
Grants receivable	-	-	-	20,000
Prepaid expenses	4,800	-	4,800	4,397
TOTAL CURRENT ASSETS	<u>583,785</u>	<u>-</u>	<u>583,785</u>	<u>140,203</u>
FIXED ASSETS				
Land	19,010	-	19,010	19,010
Building and improvements	241,037	-	241,037	241,037
Furnishings and equipment	201,123	-	201,123	182,782
Total Fixed Assets	461,170	-	461,170	442,829
Less accumulated depreciation	(345,474)	-	(345,474)	(328,864)
	<u>115,696</u>	<u>-</u>	<u>115,696</u>	<u>113,965</u>
OTHER ASSETS				
Loan origination fee, net of amortization	374	-	374	500
TOTAL ASSETS	<u>\$ 699,855</u>	<u>\$ -</u>	<u>\$ 699,855</u>	<u>\$ 254,668</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 21,765	\$ -	\$ 21,765	\$ 11,621
Accrued expenses	57,905	-	57,905	37,964
Line of credit	-	-	-	35,128
Current portion of long term debt	10,628	-	10,628	9,996
TOTAL CURRENT LIABILITIES	<u>90,298</u>	<u>-</u>	<u>90,298</u>	<u>94,709</u>
LONG-TERM LIABILITIES				
Long term debt	23,738	-	23,738	35,354
OTHER LIABILITIES				
SBA Payroll Protection Program loan	182,300	-	182,300	-
TOTAL LIABILITIES	<u>296,336</u>	<u>-</u>	<u>296,336</u>	<u>130,063</u>
NET ASSETS				
Net assets without donor restriction	403,519	-	403,519	88,199
Net assets with donor restriction	-	-	-	36,406
TOTAL NET ASSETS	<u>403,519</u>	<u>-</u>	<u>403,519</u>	<u>124,605</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 699,855</u>	<u>\$ -</u>	<u>\$ 699,855</u>	<u>\$ 254,668</u>

HEADREST, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	Net Assets Without Donor Restrictions	Net Assets With Donor Restrictions	2020 Total	2019
SUPPORT AND REVENUE				
State contracts	\$ 536,315	\$ -	\$ 536,315	\$ 484,813
Local government grants	123,510	-	123,510	98,074
Contributions	157,492	-	157,492	168,023
Service fees	658,399	-	658,399	295,582
Other grants	282,057	-	282,057	248,963
Interest	226	-	226	46
TOTAL SUPPORT AND REVENUE	1,757,999	-	1,757,999	1,295,501
Net assets released from donor imposed restrictions	36,406	(36,406)	-	-
EXPENSES				
Program services	1,264,857	-	1,264,857	1,060,046
Management and general	176,965	-	176,965	157,637
Fundraising	37,263	-	37,263	27,470
	1,479,085	-	1,479,085	1,245,153
Increase (decrease) in net assets	315,320	(36,406)	278,914	50,348
Net Assets, Beginning of year	88,199	36,406	124,605	74,257
Net assets, End of year	\$ 403,519	\$ -	\$ 403,519	\$ 124,605

HEADREST, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2020 and 2019
See Independent Auditors' Report

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 278,914	\$ 50,348
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	16,736	13,758
(Increase) in Operating Assets		
Accounts receivable	(1,501)	(32,441)
Grants receivable	20,000	(20,000)
Prepaid expenses	(403)	(319)
(Decrease) increase In Operating Liabilities		
Accounts payable	10,144	8,547
Accrued expenses	19,941	10,949
Line of credit	(35,128)	(24,872)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>308,703</u>	<u>5,970</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of vehicle and equipment	<u>(18,341)</u>	<u>(36,865)</u>
CASH FLOW FROM FINANCING ACTIVITIES		
Net Proceeds, Payroll Protection Plan	182,300	-
Repayments of long term notes payable	<u>(10,984)</u>	<u>(9,678)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>171,316</u>	<u>(9,678)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	461,678	(40,573)
Cash and cash equivalents, beginning of year	<u>6,807</u>	<u>47,380</u>
Cash and cash equivalents, end of year	<u>\$ 468,485</u>	<u>\$ 6,807</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW		
Cash paid for interest	<u>\$ 3,722</u>	<u>\$ 3,809</u>

HEADREST, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	Program Services			Management & General	Fundraising	2020	2019
	Outpatient	CMRD	Total			Total	Total
Payroll	\$ 660,950	\$ 220,317	\$ 881,267	\$ 76,632	\$ 24,562	\$ 982,461	\$ 816,824
Payroll taxes	52,554	17,518	70,072	6,093	1,953	78,118	62,527
Fringe benefits	77,340	25,780	103,120	8,967	2,874	114,961	89,160
Professional fees	-	-	-	30,432	-	30,432	15,665
Telephone and internet	1,558	637	2,195	1,469	-	3,664	3,229
Printing	-	-	-	3,085	1,851	4,936	3,567
Depreciation	9,863	4,028	13,891	2,845	-	16,736	13,758
Rent	25,618	10,464	36,082	7,390	-	43,472	37,200
Utilities	17,218	7,032	24,250	4,967	-	29,217	22,095
Billing Services	43,373	-	43,373	-	-	43,373	42,154
Repairs and maintenance	15,060	6,151	21,211	4,345	-	25,556	19,188
Supplies	6,714	2,743	9,457	6,626	-	16,083	11,904
Vehicle expense	3,666	1,498	5,164	3,315	-	8,479	11,695
Interest	2,196	897	3,093	629	-	3,722	3,809
Insurance	19,068	7,789	26,857	2,335	749	29,941	33,271
Bookkeeping	-	-	-	-	-	-	17,400
Food	-	18,266	18,266	-	-	18,266	16,860
Professional development	2,060	841	2,901	5,114	-	8,015	6,607
Membership dues and fees	-	-	-	9,129	-	9,129	8,433
Laundry	-	2,270	2,270	-	-	2,270	2,262
Miscellaneous	-	1,388	1,388	-	5,274	6,662	3,254
Website & Marketing	-	-	-	3,592	-	3,592	4,291
TOTAL EXPENSES	\$ 937,238	\$ 327,619	\$ 1,264,857	\$ 176,965	\$ 37,263	\$ 1,479,085	#####

Notes to Financial Statements

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the uses of a telephone hotline and office visitations. Headrest also provides outpatient counseling, residential treatment, and information to the community relating to drugs and alcohol. The organization's primary source of income is from state contracts, service fees, grants, and donations.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Organization maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of \$1,000 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation Expense was \$16,736 and \$13,758 for the years ended June 30, 2020 and 2019, respectively.

Income taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Grants Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets with donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and accounts receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and accounts receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to accounts receivable as of June 30, 2020 and 2019 because all amounts were deemed collectable.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2020 and 2019 the Organization had no cash equivalents.

Public Support and Revenue

All contributions are considered to be without donor restriction use unless specifically restricted by the donor.

Functional Expenses

Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the related activities.

Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, and fringe benefits which are allocated on the basis of estimates of time and effort; rent, depreciation, utilities, and maintenance and repairs which are allocated on the basis of space utilized for the related activities.

Compensated Absences

Employees of Headrest are entitled to earned benefit time (EBT) depending on job classification, length of service and other factors. The accrued expense for EBT for the fiscal years ended June 30, 2020 and 2019 were \$24,485 and \$19,546 respectively.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2020 and 2019.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2020 and 2019, the Organization had \$218,485 and \$0 in uninsured cash balances, respectively.

Financial Instruments

The carrying value of cash and cash equivalents, accounts receivable, grants receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2020 and 2019, which approximates fair value due to the relatively short maturity of these instruments.

New Accounting Pronouncement

During the year ended June 30, 2019, the Organization adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016-14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016-14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

The accompanying information from the 2018 financial statements has been restated to conform to the 2019 presentation and disclosure requirements of ASU 2016-14.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through December 23, 2020, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. There were no events matching this criterion during this period.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 2 ECONOMIC DEPENDENCY

A substantial portion of Headrest's revenue comes from the Department of Health and Human Services of the State of New Hampshire. For the years ended June 30, 2020 and 2019 revenue from the contract was approximately 30% and 40%, respectively of total revenue.

NOTE 3 LINE OF CREDIT

The Organization has a \$75,000 line of credit with a local bank through January, 2021, collateralized by all assets, with interest at Wall Street Journal prime. Interest was 4.25% as of June 30, 2020. The outstanding balance was \$0 and \$35,128 as of June 30, 2020 and 2019, respectively.

NOTE 4 NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:

	<u>June</u> <u>2020</u>	<u>June</u> <u>2019</u>
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of \$996.45, secured by all assets of the organization.	\$ 34,366	\$ 45,350
Less current maturities	<u>10,628</u>	<u>9,996</u>
Long term debt, less current maturity	<u>\$ 23,738</u>	<u>\$ 35,354</u>

Scheduled principal repayments on long term debt for the next four years and thereafter follows:

Year Ending <u>June 30</u>	
2021	\$ 10,628
2022	11,117
2023	11,627
2024	<u>994</u>
Total	<u>\$ 34,366</u>

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 5 OPERATING LEASES

The Organization entered a five-year and three-month lease beginning February 2018 and expiring April 2023 for office space. Rent expense related to this lease was \$41,072 and \$37,200 for the years ended June 30, 2020 and 2019, respectively. Future minimum rent related to this lease as of June 30 is:

2021:	\$ 45,234
2022:	47,040
2023:	<u>40,500</u>
	<u>\$132,774</u>

NOTE 6 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Significant other Observable Inputs (Level 2)
<u>2020</u>		
Accounts receivable	<u>\$ 110,500</u>	<u>\$ 110,500</u>
<u>2019</u>		
Accounts receivable	\$ 108,999	\$ 108,999
Grants receivable	<u>20,000</u>	<u>20,000</u>
Total	<u>\$ 128,999</u>	<u>\$ 128,999</u>

The fair market value of accounts and grants receivable are estimated at the present value of expected future cash flows.

NOTE 7 BOARD DESIGNATED NET ASSETS

The Organization had board designated net assets in a reserve bank account of \$0 and \$2,632 as of June 30, 2020 and 2019, respectively.

HEADREST, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2020 and 2019

NOTE 8 NET ASSETS WITH DONOR RESTRICTIONS

Net assets subject to expenditure for specific purpose as of June 30:

	<u>2020</u>	<u>2019</u>
Staff Referral Bonuses	\$ -	\$ 2,750
Retention Bonuses	-	4,806
HR Recruitment Strategy	-	4,000
Supervision Capacity Support	-	4,850
Couch Family Foundation Grant	<u>-</u>	<u>20,000</u>
Total Net Assets with Donor Restrictions	<u>\$ -</u>	<u>\$ 36,406</u>

NOTE 9 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary sources of support are contributions, state contracts and grants. Most of that support is held for the purpose of supporting the Organization's budget. The Organization has the following financial assets that could readily be made available within one year to fund expenses without limitations:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 468,485	\$ 6,807
Accounts receivable	110,500	108,999
Grants receivable	<u>-</u>	<u>20,000</u>
	578,985	135,806
Less amounts required to be held for donor restriction	<u>-</u>	<u>36,406</u>
	<u>\$ 578,985</u>	<u>\$ 99,400</u>

NOTE 10. SBA PAYROLL PROTECTION PROGRAM LOAN

On April 16, 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$182,300. This loan calls for interest fixed at 1%. No payments are required for six months from the date of the loan. This note will mature two years from the date of first disbursement of the loan. It is likely that this loan will be forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). On December 3, 2020 the Organization's request was submitted for full forgiveness to the SBA.

Draft of Board member contact information (CONFIDENTIAL) [July 1, 2020]

Laura Cousineau

John Ferney

David McGaw

Joan Vogel

Nominating cte. Chair
Development cte.
Governance cte.

Executive cte. Member-at-
large
Personnel cte. Chair
Finance cte.
Governance cte

Nominating cte.

Personnel cte.

Andy Daubenspeck

Matt McKenney

Brandon Koone
Tuck Intern

Laurie Harding

Board Chair*
Ex officio on all ctes.

Facilities cte.
M&A ad-hoc cte.

Board Secretary*
Governance cte. chair
Personnel cte.

Kathie Nolet

Alison Underwood
Tuck Intern

Perry Eaton

Past president*
Nominating cte.
Development cte.

Development cte.

Board Treasurer*
Finance cte chair
IT cte. chair

Angie Leduc

Personnel

Cameron Ford, Exec. Director

Carol Olwert

Karl Ebbighausen

Vice-chair*
Governance cte.
Nominating cte.

Development cte. chair
Finance cte.

Executive Director

Nominating cte.

Jay Leiter

John Vansant

Development cte.

Facilities cte. Chair

*Executive cte.

ALBERT CARBONNEAU

EXPERIENCE

FEBRUARY 2020 – PRESENT

HEADREST

HOTLINE MANAGER

PARTICIPATE IN INTERVIEWING AND HIRING APPROPRIATE HOTLINE COUNSELORS, TRAIN NEW HOTLINE STAFF, PROVIDE STAFF EVALUATIONS, MANAGE SCHEDULE, REVIEW CALL LOGS AND PROVIDE FEEDBACK, MANAGE ICARROL DATABASE, PROVIDE REPORTS AS NECESSARY, FACILITATE MONTHLY STAFF MEETINGS, PARTICIPATE IN MANAGEMENT MEETINGS, PROVIDE ON-CALL SUPPORT, WORK WITHIN ASSIGNED HOTLINE BUDGET, OUTREACH INTO THE HOTLINE CATCHMENT AREA

JUNE 2010 – PRESENT

UPPER VALLEY HAVEN

SHELTER STAFF, SHELTER TEAM LEADER, PROGRAM ASSOCIATE/ RECOVERY SUPPORT

Tasks included working on meeting shelter guest's day to day needs. Doing house laundry, making meals when necessary. Keeping notes, entering data, sorting mail, providing transportation when necessary. Attending shelter staff meetings.

Oversee Family and Adult Shelters. Assist Shelter staff with their jobs. Maintain shelter staff schedule. Fill in shifts when necessary. Facilitate shelter staff meetings. Submitting supply orders. Oversaw operation of Seasonal Shelter. Transport and advocate for guests, help in food shelf, deliver food to outside programs. Support guests struggling with recovery.

JUNE 2002 - MARCH 2014, MAY 2016 – PRESENT

HEADREST

RESIDENTIAL MANAGER, RECOVERY ASSISTANT, HOTLINE COUNSELOR

Oversee Residential program. Facilitate groups, transport clients, observe medications. One on One counseling. Oversee staff. Maintain schedule. Minor maintenance repairs. Write daily notes for individual as well as group. Enter data into multiple databases. Answer calls on the National Suicide Prevention Hotline, make appropriate referrals, Notify and work with 911 for emergency interventions as needed.

EDUCATION

JUNE 1981



JONOTHAN LAW HIGH SCHOOL

SKILLS

- Great working with people. Have a calm demeanor. Knowledgeable about homelessness.
- Reliable, dependable, hardworking, punctual, organized.

ACTIVITIES

Trainings include: Motivational Interviewing, CBT, DBT, Recovery Coach, Ethics, Trauma informed practices, Bridges out of Poverty, 12-Core Functions, MAT, De-escalation techniques, Relapse prevention. Trained on HMIS Service Point, NH WITS programs, ICarroll

Cameron Ford

EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

April 2017- Present

Executive Director, Headrest Inc.

Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-

Founder, CEO Iron Heart Gateways to Success

Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-

Executive Director, Granite Pathways

Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*

- Increased membership at the clubhouse by 40%
- Increased number of employed members by 60%
- Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)

February 2004 to March 2013-

Executive Director, MY TURN Inc.

The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-

Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-

Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- Available upon request

Chelsea Simpson

SUMMARY

Highly organized individual with a Bachelor's Degree in Accounting & Finance and over 4 years professional experience. Cosmetologist and previous restaurant manager with excellent customer service and communication skills. Highly proficient in QuickBooks Desktop, Certified QuickBooks Online ProAdvisor, and highly proficient in Microsoft Word, Excel and PowerPoint.

OBJECTIVES

To advance my professional career to the next level. I aspire to be not only a great worker, but also a great leader.

EDUCATION

Southern New Hampshire University

Manchester, New Hampshire

Bachelor of Science, Accounting & Finance

Graduated May of 2020

Magna Cum Laude

New England School of Hair Design

West Lebanon, New Hampshire

Cosmetology

Graduated April 2014

EMPLOYMENT HISTORY

Headrest, Inc.

14 Church Street
Lebanon, NH 03766

Assistant Director

July 2019-Present

Solely responsible for managing and completing all duties around accounting, payroll, and human resources. Complete internal audits to ensure insurance is being billed properly. Assist with grant reporting, completing yearly audit, and striving to ensure the organization is maintaining a positive financial position.

OneSource Financial Group

P.O Box 1478

White River Junction, VT 05001

Accounting & Payroll Specialist

October 2016-June 2019

The primary bookkeeper and sole payroll processor. Also completed IRS tax returns for both individuals and businesses, as well as "front desk" administrative duties.

Lake Sunapee Bank

106 Hanover Street

Lebanon, NH 03766

Teller II/Customer Service Representative

Promoted to CSR after only 9 months of employment. Responsible for basic teller duties along with account opening, fraud reports, and ordering money.

Subway

1 Glen Road

West Lebanon, New Hampshire 03784

Manager

October 2010-October 2014

Responsibilities included weekly inventorying, scheduling, banking, food ordering, employing, terminating, and handling customer complaints.

QUALIFICATION & CERTIFICATION

National Society of Collegiate Scholars

September 2016

Inducted into the society for maintaining an excellent GPA throughout the completion of my Bachelor's Degree

Nuts and Bolts

April 2014

An award given to those who successfully complete the Nuts and Bolts Program, which focuses on working with the public and how to succeed in the work field.

Business Award

June 2012

Mascoma Valley Regional High School

For successfully completing four years of business and accounting courses in high school with outstanding grades.

Lara Kristen Quillia

Education

Hartford High School (HHS), Hartford, Vermont

June 2007

Honors and Awards: The National Honor Society, (Secretary 2005-2007)

Service Above Self Award (for dedication to the act of volunteering)

Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont

May 2011

Bachelor of Science Degree in the College of Education and Social Services

Major: Social Work

Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria

2/2010 – 7/2010

Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH)

11/2003 – 12/2006

For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI)

3/2009 – 4/2009

Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections

9/2010 – 5/2011

As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH

8/2016 – Present

Residential Program Coordinator – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH

5/2012 – 10/2016

Server/Bartender – Implement efficient time management and organizational skills while engaging in interpersonal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table – Hanover, NH

9/2011 – 5/2012

Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

CHERYL A. WILKIE, PSY.D., MLADC

EMPLOYMENT HISTORY

Headrest

Interim Clinical Director

October 15, 2020 to present

Oversee the clinical operations of the organization including Residential, Outpatient, Intensive Outpatient including the Vocational Program.

Easter Seals of NH-Farnum Center

Chief Operating Officer

2008-2020

Clinically supervised all staff working towards their LADC. Oversaw the day to day clinical operations of Cognitive Behavioral Therapy and Health Realization for all buildings. Orchestrated the development of Mission Statement and values as well as detailed action plans. Oversaw all contracts and ensured contractual obligations were being met by all contracting parties. Worked collaboratively with all insurance companies for the best outcome of the clients and the insurance companies. Redefined the organizational structure and culture. Built in programming for staff which resulted in higher production and happier employees. Ran successful day to day operations of a 120-bed facility. Fiscal responsibility for a 15-20-million-dollar budget. Merged two companies and opened five new buildings/programs during my tenure. CARF Accredited all the Farnum Center Programs. Worked across the aisle to create legislation for alcohol and drug treatment facilities at NH State House.

Southern New Hampshire Services

Pre-Placement Program, Manchester NH

2003- 2008

Director to community based alternative sentencing program for adult offenders in the criminal justice system. Supervise all staff. Administration of all Community Corrections Programs. Provide individual and group counseling to clients waiting to get into an intensive outpatient program or residential program. Provide ongoing treatment for appropriate clients. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, NH

1998-2003

Clinical Director and Licensed Drug and Alcohol Counselor (LADC) providing chemical dependency evaluations to clients involved in the criminal justice system and Pre-Trial Services, Diversion and FAST programs. Make recommendations to the Superior and District Courts regarding offender's treatment and sentencing. Provide training to all staff involving drug and alcohol issues and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester NH

1998-2003

Director to community based alternative sentencing program for adult offenders Provide substance abuse evaluations to the court system. Supervision of all staff. Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Odyssey Family Center, Canterbury, NH

1994-1998

Supervisor at a long-term drug and alcohol treatment program. Supervised direct care staff. Provided drug and alcohol treatment services, individual and group counseling. Provided intake evaluations and therapeutic services in addition to case load management. Coordinated outreach screening and continuing care services for clients and their children. Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole

1991-1992

Set up and facilitated counseling support groups for women being paroled into society. Dealt with drug and alcohol issues, parenting issues, financial considerations, domestic violence and sexual abuse. Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice systems.

N.H. State Prison for Women, Goffstown, N.H.

1987-1993

Drug and alcohol counselor, providing individual counseling and group therapy. Performed crisis intervention within the prison system. Provided transitional support for inmates.

EDUCATION

PsyD. In Forensic Psychology, Eisner Institute June 2009

Masters Degree in Psychology, Springfield College, 1998

Masters Degree in Human Service Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSES & CERTIFICATES

Masters Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/22

AWARDS

NH Business Review . Granite States 200 Most influential Leaders 2020

NH Business Award for Excellence in Healthcare-2019

Elliot Priest Award- outstanding work in the treatment community- 2018

Tox Fox Award from New Futures-2016

NH Magazine- Leader in Entrepreneurship-2015

Headrest

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cameron Ford	Executive Director	\$80,000	15%	\$12,000
Cheryl Wilkie	Clinical Director	\$74,800	25%	\$18,700
Chelsea Simpson	Assistant Director	\$55,000	15%	\$8,250
Lara Quillia	Residential Coordinator	\$54,160	30%	\$16,248
Al Carbonneau	Hotline Coordinator	\$43,260	15%	\$6,489
				\$61,687

15 mar



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

Lori A. Shilbrette
Commissioner

Katja S. Fox
Director

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

November 16, 2020

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

EXPLANATION

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

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

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

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

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

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

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

Areas served: Statewide

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

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

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner

Attachment A
Financial Details

05-93-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Dumas Home of NH Vendor Code: 290081-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$18,991	\$18,991
2022	102-500731	Contracts for Prog Svc	\$0	\$5,851	\$5,851
Sub-total			\$0	\$22,842	\$22,842

FIT/HHH, Inc. Vendor Code: 157730-8001 PO TBD

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

HEADREST Vendor Code: 175228-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$38,228	\$38,228
2022	102-500731	Contracts for Prog Svc	\$0	\$11,621	\$11,621
Sub-total			\$0	\$47,847	\$47,847

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

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

West Central Services Vendor Code: 177854-8001 PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,404	\$2,404
2022	102-500731	Contracts for Prog Svc	\$0	\$801	\$801
Sub-total			\$0	\$3,205	\$3,205
Total Gov. Comm			\$126,950	\$281,658	\$408,598

Attachment A
Financial Details

03-95-82-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (86% FEDERAL FUNDS 14% GENERAL FUNDS)

Dames Home of NH Vendor Code: 290061-B001

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

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

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

HEADREST Vendor Code: 175276-B001

PO1062970

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$78,774	\$78,774
2022	102-500731	Contracts for Prog Svc	\$0	\$24,629	\$24,629
Sub-total			\$0	\$103,403	\$103,403

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

PO1062985

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

West Central Services Vendor Code: 177654-B001

PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$5,096	\$5,096
2022	102-500731	Contracts for Prog Svc	\$0	\$1,699	\$1,699
Sub-total			\$0	\$6,795	\$6,795
Total Clinical Svcs			\$269,050	\$598,700	\$867,750

Attachment A
Financial Details

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

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$43,790	\$43,790
2022	102-500731	Contracts for Prog Svc	\$0	\$15,600	\$15,600
Sub-total			\$0	\$59,390	\$59,390

FIT/NH/NH, Inc. Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$308,261	\$308,261
2022	102-500731	Contracts for Prog Svc	\$0	\$73,866	\$73,866
Sub-total			\$0	\$381,927	\$381,927

HEADREST Vendor Code: 175226-8001

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

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

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

West Central Services Vendor Code: 177654-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$868,109	\$595,479	\$1,463,588
Grand Total All			\$1,254,109	\$1,473,729	\$2,727,838

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

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials CF
Date 11/16/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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



Scope of Services

1. Statement of Work

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

1.4. Clinical Services

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

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



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

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



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

1.6. Transition Plan

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

1.7. Resiliency and Recovery Oriented Systems of Care

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

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



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

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

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

1.7.1.4.1. Ensuring timely admission of individuals to services.

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

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

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

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

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

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

1.8. Substance Use Disorder Treatment Services

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

**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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of alternative solutions and decision-making with regard to alcohol and other drug related problems.

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

1.9. Enrolling Individuals for Services

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.9.16.1. Kitchens.

1.9.16.2. Group rooms:

1.9.16.3. Recreation rooms and/or areas.

1.10. Denial of Services

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

1.10.1.1. Are informed of the reason for denial; and

1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.

1.10.2. The Contractor shall not deny services to any individual solely because the individual:

1.10.2.1. Previously left treatment against the advice of staff;

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

1.11. Waitlists

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

1.12. Assistance with Enrolling in Insurance Programs

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

1.13. Service Delivery Activities and Requirements

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

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- 1.13.1.3.3. Reporting and appealing staff grievances.
- 1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.
- 1.13.1.3.5. Policies on client and employee smoking.
- 1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.
- 1.13.1.3.7. Policies and procedures for holding a client's possessions.
- 1.13.1.3.8. Secure storage of staff medications.
- 1.13.1.3.9. A client medication policy.
- 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
- 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
- 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).

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

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

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

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

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individual's problems can be addressed effectively.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).

1.14. Individual and Group Education

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

1.14.1.1. Hepatitis C Virus (HCV).

1.14.1.2. Human Immunodeficiency Virus (HIV).

1.14.1.3. Sexually Transmitted Diseases (STD).

1.14.1.4. Tobacco Treatment Tools that include:

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

1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

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

1.15. Medication Services

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

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

1.16. Tobacco Free Environment

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

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

1.17. Staffing

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- 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.
- 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
 - 1.17.2.1. Job title;
 - 1.17.2.2. Physical requirements of the position;
 - 1.17.2.3. Education and experience requirements of the position;
 - 1.17.2.4. Duties of the position;
 - 1.17.2.5. Positions supervised; and
 - 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
 - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
 - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
 - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

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

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- 1.17.5.1.1. The name of the examinee.
- 1.17.5.1.2. The date of the examination.
- 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
- 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
- 1.17.5.1.5. The dated signature of the licensed health practitioner.
- 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.

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

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

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

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

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

1.17.8.1.3. Licensed mental health provider.

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

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

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

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

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

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

- 1.17.9. The Contractor shall ensure no more than twelve (12) staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan. The Contractor shall:
 - 1.17.9.1. Provide ongoing clinical supervision that occurs at regular intervals, that include, but are not limited to:
 - 1.17.9.1.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 1.17.9.1.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 1.17.10. The Contractor shall ensure all unlicensed staff providing treatment, education and/or recovery support services are under the direct supervision of a licensed supervisor.
- 1.17.11. The Contractor shall ensure no more than twelve (12) unlicensed staff are supervised by a licensed supervisor unless the Department has approved an alternative supervision plan.
- 1.17.12. The Contractor shall ensure unlicensed counselors receive a minimum of one (1) hour of supervision for every forty (40) hours of direct client contact.
- 1.17.13. The Contractor shall ensure supervision is provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level.
- 1.17.14. The Contractor shall ensure supervision includes the following techniques:
 - 1.17.14.1. Review of case records;
 - 1.17.14.2. Observation of interactions with clients;
 - 1.17.14.3. Skill development; and
 - 1.17.14.4. Review of case management activities.
- 1.17.15. The Contractor shall ensure supervisors maintain a log of the supervision date, duration, content and who was supervised by whom.
- 1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.

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- 1.17.17. The Contractor shall provide training to staff on:
 - 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
 - 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served.

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

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

1.18. Facilities License

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

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

1.19. Inspections

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

- 1.19.1.1. A reception area separate from living and treatment areas;
- 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
- 1.19.1.3. Secure storage of active and closed confidential client records; and
- 1.19.1.4. Separate and secure storage of toxic substances.

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

- 1.19.2.1. The facility premises;
- 1.19.2.2. All programs and services provided under the contract; and
- 1.19.2.3. Any records required by the contract.

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

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

1.20. Web Information Technology System (WITS)

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

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

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

- 1.20.3.1. Is not entered into the WITS system; and
- 1.20.3.2. Does not receive services described this contract.

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

1.22. Client Discharge and Transfer

- 1.22.1. The Contractor may discharge a client from a program due to:
 - 1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;
 - 1.22.1.2. The client terminates from the program due to:
 - 1.22.1.2.1. Administrative discharge;
 - 1.22.1.2.2. Non-compliance with the program;

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

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- 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
- 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

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

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

1.24. Administrative Remedies

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

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- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 1.24.3.2. The Department shall review and accept each POC that:
 - 1.24.3.2.1. Achieves compliance with contract requirements;
 - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected.
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection.
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.

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1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:

1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;

1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or

1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.

3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:

3.2.1. 100% of all individuals at admission;

3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and

3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.

3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:

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

3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.

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- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
- 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.
 - 3.4.1.6. Medical emergency.
 - 3.4.1.7. Restraint.
 - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
- 3.7.1. When the sentinel even involves any individual receiving services under this contract;
 - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event.

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

4. Performance Measures

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

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

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

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5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

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

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

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

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

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

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

7. Maintenance of Fiscal Integrity

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

7.1.1. Days of Cash on Hand:

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

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

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

7.1.2. Current Ratio:

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

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

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

7.1.3. Debt Service Coverage Ratio:

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

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

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

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

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

7.1.4. Net Assets to Total Assets:

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

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

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

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

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

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

7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level, or does not meet either:

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

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

8. Contract Compliance Audits

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

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Payment Terms

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

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3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.

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

3.5.1. If the individual owns a vehicle:

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

3.5.2. If the individual does not own a vehicle:

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

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

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

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 8, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 8, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.
- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount

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

- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
 - 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
 - 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of \$154,162.
 - 6.3. The Contractor shall maintain documentation of the following:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).
 - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

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

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

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

7.1.2. The charges to the Department.

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

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

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

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

8. Sliding Fee Scale

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

8.2. The Contractor shall implement the sliding fee scale as follows:

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

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

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.

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

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

9.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager

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

- 9.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 9.6. Funds in this contract cannot be used to replace funding for a program already funded from another source.
- 9.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 9.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 9.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 9.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 9.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 9.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 9.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 9.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

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

- 10.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 10.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

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- 10.2.1. Make cash payments to intended recipients of substance abuse services.
 - 10.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 10.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 10.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 10.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 10.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

11. Audits

- 11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

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- 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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



Exhibit C-1

Service Fee Table

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

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Intensive Outpatient	\$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	\$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD- Enhanced Room and Board	\$100.00	Per day

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS.

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

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

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

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

Vendor Initials

CF

Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

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

Vendor Name:

11/16/2020

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

Vendor Initials CF
Date 11/16/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

11/16/2020

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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CF

Date 11/16/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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



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

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

PRIMARY COVERED TRANSACTIONS

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

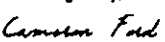
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/16/2020

Date

DocuSigned by:

 Name: Cameron Ford
 Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/16/2020

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/16/2020

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials CF

Date 11/16/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials _____

Date 11/16/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

3/2014

Contractor Initials CF

Date 11/16/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Headrest Inc

~~The State~~ by:

~~Name of the Contractor~~

Katja Fox

Cameron Ford

Signature of Authorized Representative

Signature of Authorized Representative

katja Fox

Cameron Ford

Name of Authorized Representative

Name of Authorized Representative

director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

11/16/2020

11/16/2020

Date

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

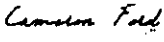
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

11/16/2020

Date

DocuSigned by:

 Name: CAMERON FORD
 Title: Executive Director

Contractor Initials 
 Date 11/16/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 618016653
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Cameron Ford	80,000
Name: _____	Amount: _____
cheryl wilkie	74,800
Name: _____	Amount: _____
Chelsea Simpson	55,000
Name: _____	Amount: _____
Lara Quilla	43,260

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Alcoholism Rehabilitation Center ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,145,829
2. Modify Exhibit B, Scope of Services Section 1, Subsection 1.20., Paragraph 1.20.4 to read:
 - 1.20.4 The Contractor shall utilize the WITS system for individuals who are in a program funded or overseen by the Department; including:
 - 1.20.4.1. Individuals receiving BDAS-funded SUD treatment services,
 - 1.20.4.2 Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 1.20.4.3 Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.5 to read:
 - 1.20.5 The Contractor may use WITS to enter information for non-BDAS clients, as approved by the Department, if the Contractor was utilizing WITS prior to contract year 2019 and did not have an alternative electronic health record available for use.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.20, by adding Paragraph 1.20.6 to read:
 - 1.20.6 The Contractor shall cease utilizing WITS if a client enrolls in Medicaid, obtains private health insurance, or receives funding assistance from a private organization while in treatment, unless otherwise approved by the Department.
5. Modify Exhibit B, Section 5., Subsection 5.3, Credits and Copyright Ownership to update the heading title to read:
5.3. Credits, Copyright Ownership, and Licenses
6. Modify Exhibit B, Section 5., Subsection 5.3, by adding Paragraph 5.3.5 to read:
 - 5.3.5. Effective May 1, 2021, if a Contractor publicly references or markets their use of American Society of Addiction Medicine criteria, or utilizes language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, the Contractor

SS-2021-BDAS-04-SUBST-08-A01

Manchester Alcoholism Rehabilitation Center

Contractor Initials:

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shall:

- 5.3.5.1. Sign and have in effect, Exhibit L, Amendment #1 - Sample End User License Agreement with the State of New Hampshire prior to such referencing or marketing.
- 5.3.5.2. Comply with the executed End User License Agreement, or shall otherwise not be permitted to publicly reference or market the use of anything related to American Society of Addiction Medicine.

7. Modify Exhibit C, Payment Terms, Section 6, to read:

- 6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) or Stimulant Use Disorder in Residential Level of Care.
 - 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100 per day for Medicaid clients with OUD or Stimulant Use Disorder in residential level of care.
 - 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$1,537,829**.
 - 6.3. The Contractor shall maintain documentation that includes, but is not limited to:
 - 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
 - 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorder.
 - 6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD or Stimulant Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

8. Modify Exhibit C, Payment Terms, Section 9, Submitting Charges for Payment, Subsection 9.5 to read:

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

9. Modify Exhibit C-1, Service Fee Table, Table A, Row 1.7 to read:

	Service	Maximum Allowable Charge	Unit
1.7	High-Intensity Residential for Medicaid clients with OUD or Stimulant Use Disorder - Enhanced Room and Board	\$100.00	Per day

10. Add Exhibit L, Amendment #1 - Sample End User License Agreement, which is attached hereto and incorporated by reference herein.

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MB

All terms and conditions of the Contract not modified by this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C83442
Name: Katja Fox
Title: Director

Manchester Alcoholism Rehabilitation Center

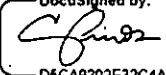
5/17/2021
Date

DocuSigned by:
Maureen Beauregard
6FE978F8DEC34FF...
Name: Maureen Beauregard
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/24/2021
Date

DocuSigned by:

D6CA8200E33C4AE
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit L, Amendment #1

SAMPLE End User License Agreement

This End User License Agreement ("EULA") is made this ___ day of _____, 20___ by the undersigned provider ("ELIGIBLE PROVIDER") with the American Society of Addiction Medicine ("LICENSOR") with offices at 11400 Rockville Pike Suite 200, Rockville, MD 20852 and <PUBLIC ENTITY NAME> ("LICENSEE") with offices at <PUBLIC ENTITY OFFICE LOCATION>. Capitalized terms not defined herein shall have the meanings as set forth in the Agreement.

WHEREAS, LICENSOR and LICENSEE entered into the Public Entity Permission Agreement ("Agreement") on [DATE];

WHEREAS, ELIGIBLE PROVIDER desires to be subject to a non-transferrable sublicensee to use the WORK pursuant to the terms of the Agreement; and

WHEREAS, ELIGIBLE PROVIDER desires to be subject to the Agreement; and

NOW THEREFORE, in order to be legally bound, and for good and valuable consideration, which is hereby acknowledged, ELIGIBLE PROVIDER elects as follows:

1. ELIGIBLE PROVIDER hereby agrees to participate, comply and be bound by the terms of the Agreement. ELIGIBLE PROVIDER represents that it has reviewed the Agreement attached hereto which is made a part of and incorporated herein.
2. ELIGIBLE PROVIDER shall be permitted to describe, characterize, market, or otherwise communicate their compliance with the ASAM Criteria and delivery of specific ASAM Level(s) of Care to the extent the WORK is incorporated into state laws or policies that ELIGIBLE PROVIDER is subject to. Such communications may use plain-text versions of the ASAM trademark and The ASAM Criteria trademark, but shall not use any logo, seal, or graphic incorporating the ASAM or The ASAM Criteria trademark without separate, direct permission from ASAM. ELIGIBLE PROVIDER shall not be permitted to incorporate ASAM Criteria content in their other business operations, including digital technology and commercial training services, unless they have a separate, direct agreement with ASAM to license the ASAM Criteria.
3. ELIGIBLE PROVIDER agrees that LICENSOR retains the right to review and approve the ELIGIBLE PROVIDER's public communications described in paragraph 2 upon request, such approval not to be unreasonably withheld, and ELIGIBLE PROVIDER agrees to make such public communications only in the form approved by LICENSOR. ELIGIBLE PROVIDER agrees to provide to LICENSOR the means to access any public communications described in paragraph 2 for the limited purpose of ensuring compliance with this Agreement. LICENSOR agrees to notify ELIGIBLE PROVIDER of any objections to its public communications within thirty (30) business days of LICENSOR's review. If LICENSOR does not approve the public communications subject to paragraph 2, ELIGIBLE PROVIDER may redesign and/or

DS
MB

5/17/2021

Exhibit L, Amendment #1

SAMPLE End User License Agreement

modify them and submit to further review by LICENSOR. In the event that LICENSOR has not approved the public communications within 180 days following the initial review, the LICENSOR may terminate this EULA.

4. LICENSOR shall have the right to immediately terminate this EULA only by providing written notice of such termination to ELIGIBLE PROVIDER in the event that ELIGIBLE PROVIDER fails to abide by any of the terms and conditions of this Agreement, in the event that ELIGIBLE PROVIDER's license, contract, or other arrangement with LICENSEE terminates or expires for any reason, or in the event that ELIGIBLE PROVIDER's continued use of the WORK or operation of the OPERATIONS is reasonably determined by LICENSOR to be materially detrimental to the interests of ASAM and its members. In the event of a termination of this Agreement for any reason, all rights with respect to the WORK shall automatically revert to LICENSOR. Termination of this EULA shall be without prejudice to any rights of either party at law or equity.

5. In the event of a conflict between the terms of any other agreements between LICENSEE agreement and ELIGIBLE PROVIDER and the Agreement, the terms of the Agreement shall control as to ELIGIBLE PROVIDER's, LICENSOR's, and LICENSEE's obligations under the Agreement.

The ELIGIBLE PROVIDER hereby accepts the terms contained herein by signing below.

ELIGIBLE PROVIDER

By: _____

Print Name: _____

Title: _____

Address: _____

Email address: _____

Telephone number: _____

National Provider Identifier: _____

Date: _____

A square box containing the initials "MB" in a handwritten style, with a small "DS" logo in the top right corner.

5/17/2021

State of New Hampshire

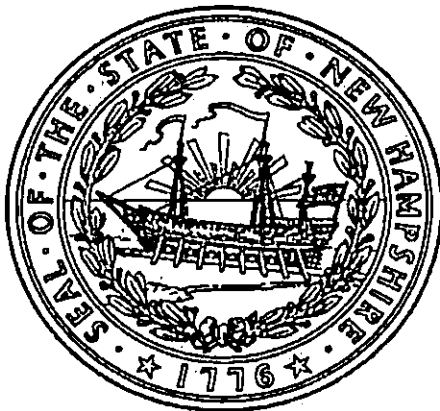
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650

Certificate Number: 0005334272



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 10, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

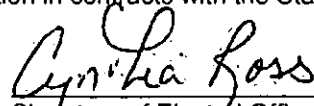
VOTED: That Maureen Beauregard, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcohol Rehabilitation Center d/b/a Farnum Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 5/20/2021



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

Client#: 497072

EASTESEA7

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2020

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

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


PRODUCER: USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED: Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co.	NAIC #: 18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	PHPK2172625	09/01/2020	09/01/2021	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X X	PHPK2172623	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10K	X X	PHUB735674	09/01/2020	09/01/2021	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDP		PHPK2172625	09/01/2020	09/01/2021	\$1,619,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER Department of Health & Human Services, State of NH 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: thousman@hayscompanies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The North River Insurance Company	21105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103															

COVERAGES **CERTIFICATE NUMBER: 21-22 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/OPAGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIR'D AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-733761-8	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

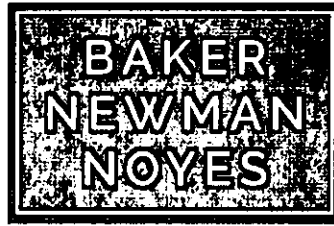
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured includes Manchester Alcoholism Rehabilitation Inc. dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC <i>JH</i>
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Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



Easter Seals New Hampshire, Inc. and Subsidiaries

Single Audit Act Reports

Year Ended August 31, 2020

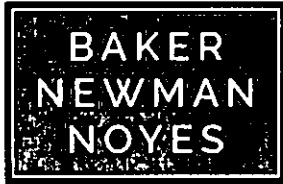
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2020

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Schedule of Expenditures of Federal Awards	5
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Schedule of Findings and Questioned Costs	10
Summary Schedule of Prior Audit Findings	13



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 11, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Easter Seals NH's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

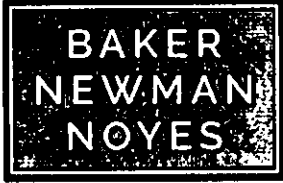
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Easter Seals NH's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of Easter Seals NH's major federal programs for the year ended August 31, 2020. Easter Seals NH's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 of the U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Easter Seals NH's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Easter Seals NH's compliance.

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2020.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Internal Control Over Compliance

Management of Easter Seals NH is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Easter Seals NH's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2020, and have issued our report thereon dated December 11, 2020, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program	10.553	02-6000618	\$ 9,130
National School Lunch Program	10.555	02-6000618	<u>167,419</u>
Total Child Nutrition Cluster			176,549
Child and Adult Care Food Program	10.558	02-6000618	<u>181,676</u>
Total U.S. Department of Agriculture			358,225
U.S. Department of Housing and Urban Development:			
Passed through the City of Manchester Community Improvement Program:			
Community Development Block Grants/ Entitlement Grants	14.218	02-6000517	30,000
Passed through the State of New Hampshire Department of Health and Human Services – Bureau of Homeless and Housing Services:			
Emergency Solutions Grant Program	14.231	02-6000618	<u>72,547</u>
Total U.S. Department of Housing and Urban Development			102,547
U.S. Department of Justice – Office on Violence Against Women:			
Passed through the City of Manchester Police Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program:			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	02-6000517	<u>370</u>
Total U.S. Department of Justice – Office Against Violence Against Women			370
U.S. Department of Labor:			
Homeless Veterans Reintegration Project	17.805	N/A	<u>265,751</u>
Total U.S. Department of Labor			265,751

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of the Treasury:			
Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):			
Coronavirus Relief Fund	21.019*	02-6000618	\$ 12,813
Passed Through Swim With a Mission:			
Coronavirus Relief Fund	21.019*	81-4476050	46,676
Passed through the New Hampshire Department of Employment Security:			
Coronavirus Relief Fund	21.019*	02-6000618	1,779,150
Passed through Pathways of River Valley:			
Coronavirus Relief Fund	21.019*	23-7291410	43,350
Passed through Lakes Region Community Services:			
Coronavirus Relief Fund	21.019*	02-0329795	16,650
Passed through the Community Bridges:			
Coronavirus Relief Fund	21.019*	02-0368594	287,850
Passed through Monadnock Development Services:			
Coronavirus Relief Fund	21.019*	02-0369974	46,650
Passed through Gateways Community Services:			
Coronavirus Relief Fund	21.019*	02-0377315	117,750
Passed through Moore Center:			
Coronavirus Relief Fund	21.019*	02-0261136	113,850
Passed through One Sky Community Services:			
Coronavirus Relief Fund	21.019*	02-0368955	260,550
Passed through Community Partners:			
Coronavirus Relief Fund	21.019*	25-1918334	76,650
Passed through Community Crossroads:			
Coronavirus Relief Fund	21.019*	02-0347939	<u>71,550</u>
 Total U.S. Department of the Treasury			 2,873,489
U.S. National Endowment for the Arts:			
Passed through the New Hampshire State Council on the Arts:			
Promotion of the Arts Partnership Agreements	45.025	02-6000618	<u>4,350</u>
Total U.S. National Endowment for the Arts			4,350
U.S. Department of Veteran's Affairs:			
VA Homeless Providers Grant and Per Diem Program	64.024	N/A	73,183
Passed through University of Vermont & State Agriculture:			
VA Supportive Services for Veteran Families Program	64.033	03-0179440	<u>225,755</u>
Total U.S. Department of Veteran's Affairs			298,938

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of Education:			
Passed through the New Hampshire Department of Children, *Youth and Families:			
Title I Grants to Local Educational Agencies	84.010	02-6000618	\$ <u>102,875</u>
Total U.S. Department of Education			102,875
U.S. Department of Health and Human Services:			
CCDF Cluster:			
Passed through the New Hampshire Department of Health and Human Services:			
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596*	02-6000618	705,020
Child Care and Development Block Grant	93.575*	02-6000618	<u>278,381</u>
Total CCDF Cluster			983,401
Alzheimer's Disease Program Initiative (ADPI)	93.470	N/A	229,102
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	84,810
Special Programs for the Aging, Title IV and Title II Discretionary Projects	93.048	02-6000618	43,502
National Family Caregiver Support, Title III, Part E	93.052	02-6000618	47,973
Medicare Enrollment Assistance Program	93.071	02-6000618	14,104
Affordable Care Act D Aging and Disability Resource Center	93.517	02-6000618	5,749
Social Services Block Grant	93.667	02-6000618	242,610
Medical Assistance Program	93.778	02-6000618	72,033
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	49,842
Passed through Division for Children, Youth and Families, Juvenile Justice Services:			
Stephanie Tubbs Child Welfare Services Program	93.645	02-6000618	36,492
Passed through Manchester Community Health Center dba – Amoskeag Health:			
Substance Abuse and Mental Health Services – Projects of Regional and National Significance	93.243	02-0458174	10,049
Adoption Opportunities Grants: Title II of the Child Adoption Opportunities	93.652	02-0458174	11,884

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Passed through Catholic Medical Center: Medical Assistance Program	93.778	02-0315693	\$ 83,505
Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section: Block Grants for Prevention and Treatment of Substance Abuse	93.959*	02-6000618	303,542
Opioid STR	93.788	02-6000618	1,010,565
Passed through Catholic Medical Center: Opioid STR	93.788	02-0315693	338,050
Passed through the New Hampshire Division of Community Based Services, Bureau of Community Based Military Programs: Temporary Assistance for Needy Families	93.558	02-6000618	<u>97,611</u>
Total U.S. Department of Health and Human Services			<u>3,664,824</u>
Total Federal Expenditures			<u>\$7,671,369</u>

* Major Program

See notes to this schedule.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) under programs of the federal government for the year ended August 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Easter Seals NH, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Easter Seals NH.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule does not include matching amounts that Easter Seals NH expends in connection with its federal programs. The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA). Easter Seals NH has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Easter Seals NH affiliates that received federal awards that are included in the Schedule include Manchester Alcoholism Rehabilitation Center, Easter Seals Maine, Inc., and Easter Seals Vermont, Inc.

3. Subrecipients

No grant monies expended and reported within the Schedule were passed through to subrecipients.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified?	<u> </u>	yes	<u> X </u>	no
Significant deficiency(ies) identified?	<u> </u>	yes	<u> X </u>	none reported
Noncompliance material to financial statements noted?	<u> </u>	yes	<u> X </u>	no

Federal Awards:

Internal control over major programs:

Material weakness(es) identified?	<u> </u>	yes	<u> X </u>	no
Significant deficiency(ies) identified?	<u> </u>	yes	<u> X </u>	none reported

Type of auditors' report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	<u> </u>	yes	<u> X </u>	no
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Identification of Major Programs:

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
	U.S. Department of the Treasury:
	Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):
21.019	Coronavirus Relief Fund
	Passed through Swim With A Mission:
21.019	Coronavirus Relief Fund
	Passed through the New Hampshire Department of Employment Security:
21.019	Coronavirus Relief Fund
	Passed through Pathways of River Valley:
21.019	Coronavirus Relief Fund
	Passed through Lakes Region Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Bridges:
21.019	Coronavirus Relief Fund

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Identification of Major Programs (Continued):

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
21.019	Passed through Monadnock Development Services: Coronavirus Relief Fund
21.019	Passed through Gateways Community Services: Coronavirus Relief Fund
21.019	Passed through Moore Center: Coronavirus Relief Fund
21.019	Passed through One Sky Community Services: Coronavirus Relief Fund
21.019	Passed through Community Partners: Coronavirus Relief Fund
21.019	Passed through Community Crossroads: Coronavirus Relief Fund
	U.S. Department of Health and Human Services: CCDF Cluster:
	Passed through the New Hampshire Department of Health and Human Services:
93.596	Child Care: Mandatory and Matching Funds of the Child Care and Development Fund
93.575	Child Care and Development Block Grant
	Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section:
93.959	Block Grants for Prevention and Treatment of Substance Abuse
	Dollar threshold used to distinguish between Type A and Type B programs: \$750,000
	Auditee qualified as low-risk auditee? <u> X </u> yes <u> </u> no

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2020

SECTION II – Financial Statement Findings

Findings related to the financial statements which are required to be reported in accordance with *Government Auditing Standards*:

None

SECTION III – Federal Award Findings and Questioned Costs

Findings and questioned costs for federal awards which shall include findings as defined in Section 2 CFR 200.516(a):

None

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2020

The prior year single audit disclosed no findings in the Schedule of Findings and Questioned Costs and no unrecorded or unresolved findings exist from the prior audit's Summary Schedule of Prior Audit Findings.



NH, VT, ME & Farnum

Chairman

Matthew Boucher

Past Chairman

Andrew MacWilliam

Vice Chairman

Thomas Sullivan

Vice Chairman

Charles Goodwin

Treasurer

Bryan Bouchard

Assistant Treasurer

Charles Panasis

Secretary

Mary Flowers

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

2021 Board of Directors

Trevor Arp

Gregory Baxter, MD

Dennis Beaulieu

James Bee

Tom Bullock

Rick Courtemanche

Eddie Edwards

William Lambrukos

Lucy Lange

Bob Litterst

Tracey Pelton

Richard Rawlings

Linda Roth

Mark Sandler

Sanjeev Srinivasan

Paul Voegelin

Rob Wiczorek

Annette Escalante, MSW, MLADC

Undergraduate Degree: Springfield College, BA

Major: Human Services

Graduate Degree: University of New Hampshire, MSW

Major: Social Work

Master Licensed Alcohol Drug Counselor (MLADC) #599

State of New Hampshire

Languages: Bilingual/Bicultural English/Spanish (Verbal and Written)

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Community Interest

Manchester Cultural Diversity Task Force	2004-2008
Latinos Unidos of NH Advisory Board	2005-2009
Friends of Recovery-NH	2009-2012
NH Providers Association-President	2009-2015
NH Alcohol & Drug Abuse Counselors Association	2012-2017
NH Board for Licensing Alcohol & Drug Abuse Counselors	2016-2018
NH Drug Overdose Fatality Review Committee	2016-2017
Executive Director of the Governor's Commission on Alcohol and Other Drugs	2017-current

10/17-current

NH Department of Health and Human Services

Bureau of Drug Alcohol Services

Director

- Direct Bureau activities and staff responsible for program planning, implementation and evaluation; policy and systems development and changes; and administrative, financial, business and personnel management.
- Direct the implementation, integration, and coordination of all Bureau programs and activities, initiatives, and contracted services, ensuring compliance with agency and federal requirements.
- Provide leadership in planning and promoting the operations and goals of the Department's substance use services, including strong communication skills and the ability to work effectively with the media.
- Provide subject matter expertise on substance use disorder and substance use services in various cross discipline initiatives.
- Advise Division Director and Department leadership on substance use disorder and substance use services policy and programing.

- Testify before the state legislature, public and legislative hearings, and advisory and oversight committees to educate and promote understanding of Bureau programs, goals, and mandates; affect public policy decisions; and provide information as requested.
- Serve as Executive Director of the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment. Work with the Commission's chair to set goals and objectives and works collaboratively with the membership to ensure implementation of the goals and objectives, including oversight of the commission's funding.
- Serve on the DHHS Division of Behavioral Health Management Team to work collaboratively with other Team members in the integration of behavioral health services as well as promoting the full continuum of care.
- Participate in state, regional and national efforts to address substance use and misuse by NH residents.

7/09-10/17

Greater Nashua Council on Alcoholism/Keystone Hall
Nashua, NH

Vice President

- Responsible for the leadership, direction, and oversight of the agency.
- Develop and implement mission, goals and objectives of Keystone Hall programs.
- Enhance and/or develop, implement and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the agency.
- Responsible for the full continuum of services including residential services, inpatient and outpatient services, federal and state grants.
- Establish, implement and monitor standards of care as defined by governing state and federal agencies including but not limited to licensing requirements.
- Coordinate and maximize services delivery within the program and across the agency.
- Insure timely submission of all required reports under all contract and grants.
- Establish and achieve programmatic financial goals and objectives for all programs.
- Recruit, hire and evaluate direct report positions.
- Identify and develop opportunities for program growth and development.
- Attend meetings and maintain funding and relationships with community partners.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09

New Hampshire Department of Corrections

Concord, NH

Administrator of Women Offenders and Family Services (Promotion)

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.

- Establish and coordinate partnerships and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy and the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Supervision of staff working with female offenders.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2008 to 2012: Adjunct Professor Springfield College

In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate courses.
- Courses include Family Therapy, Cultural Diversity, Addiction Studies, Addiction and Social Policy, Mental Health Practicum, Grant Writing and Career Development.

2012-present: Adjunct Professor University of New Hampshire

In this per diem position, my responsibilities include:

- Teaching Social Welfare Policy courses in the social work department.

2016-2017: Adjunct Professor Manchester Community College

In this per diem position, my responsibilities include:

- Teaching under graduate courses in the psychology department.

2018-present: Adjunct Professor Granite State College

In this per diem position, my responsibilities include:

- Teaching online undergraduate courses.
- Courses include Introduction to Psychology

9/2005-11/2007

New Hampshire Department of Corrections

Goffstown, NH

Correctional Counselor/Case Manager-Changed to Program Coordinator

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

5/2004-9/2005

City of Manchester/Office of Youth Services

Manchester, NH

Social Worker/Youth Counselor

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse services within the community.
- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
Provided translation for Spanish speaking clients.

6/2000-5/2004

New Hampshire Housing Finance Authority

Bedford, NH

Program Monitor

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provided translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000

New Hampshire Department of Corrections

Laconia, NH

Correctional Counselor/Case Manager

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues regarding their transition and continued

adjustment into the community and within the corrections system.

- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999

New Hampshire AIDS Foundation
Manchester, NH

Outreach Program Coordinator

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997

City of Manchester Office of Youth Services
Manchester, NH

Youth Outreach Counselor

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996

Providence Hospital
Holyoke, MA

Substance Abuse Counselor/Detoxification Unit

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients in detox.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.

- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

2/1990-6/1994

YWCA

Springfield, MA

Counselor Advocate

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four-hour hotline coverage for abuse and sexual assault victims.
- Provided Legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data, demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

References available upon request.

Elin Treanor
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

Elin Treanor
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

NANCY L. ROLLINS, M.S.W.
EASTERSEALS NH, VT, ME and FARNUM
555 Auburn Street, Manchester, NH 03103
OFFICE PHONE :(603)621-3507 CELL: (603)490-0227
nrollins@eastersealsnh.org

EXPERIENCE

Easterseals, NH, VT, ME and Farnum

555 Auburn Street
Manchester, NH 03103

Chief Operating Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provide intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three states, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seek growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team, reporting directly to the President/ Chief Executive Officer.

Goodwill Industries of Northern New England

38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team, reporting directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual’s choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner’s Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth

and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc.
Chicopee Adolescent Program
Chicopee, Massachusetts

May 1978 – February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks.

Provided in-service training workshops to local schools and community agencies. Developed and implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers

Mitchell House

Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work

University of Connecticut

School of Social Work

West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude

Springfield College

Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001 - Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

New Hampshire Medicaid Medical Care Advisory Committee January 2018 – Present

Oversight Commission on Children’s Services (RSA 170-G:19, HB517, Laws of 2017 , appointed by Senate President Chuck Morse, July 6, 2017 to Present

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 – Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families*

For the 21st Century this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

- New Hampshire State Mental Health Council January 2006 – 2011
- New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010- August 2013
- New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013
- National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013
- National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006
- New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006
- NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire
State Advisory Board - Member- at-large
- University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member
- National Technical Assistance Center for Children's Mental Health 1995 - 1998

Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town
of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present Second Term
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014- Present

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing
leadership while at the Department of Health and Human Services for developing services,

supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing 'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 – Present **Easterseals New Hampshire, Inc., Manchester, NH**
<https://www.eastersealsnh.org/>
President/CEO

1991 – 2019 **Families in Transition – New Horizons, Manchester, NH**
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)

1987 – 1991 **State of New Hampshire, Division for Children and Youth Services, Portsmouth, NH**
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

EASTER SEALS NEW HAMPSHIRE, INC.
Manchester Alcoholism Rehabilitation Center

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$309,000.00	0%	\$0
Elin Treanor	CFO	\$262,254.48	0%	\$0
Joseph Emmons	CDO	\$148,526.00	0%	\$0
Tina Sharby	CHRO	\$183,855.00	0%	\$0
Nancy Rollins	COO	\$169,950.00	0%	\$0
Annette Escalante	SVP Farnum	\$135,000.00	0%	\$0

15
MAC

Lori A. Shibliette
Commissioner

Katja S. Fox
Director

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

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

November 25, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$6,744,478 for Substance Use Disorder Treatment and Recovery Support Services, with the option to renew for up to two (2) additional years, effective retroactive to October 1, 2020, upon Governor and Council approval through September 30, 2021. 76.265% Federal Funds. 10.829% General Funds. 12.906% Other Funds (Governor Commission Funds).

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

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

See attached fiscal details.

EXPLANATION

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

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

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

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

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

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

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

Areas served: Statewide

Source of Funds: CFDA #93.959/FAIN # T1083041; CFDA #93.788/FAIN #T1081685 and
#T1083326.

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

Respectfully submitted,



Lori A. Weaver
Deputy Commissioner

Attachment A
Financial Details

05-03-02-020510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Bridge Street Recovery Vendor Code: TBD PO TBD

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

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$2,865	\$2,865
2022	102-500731	Contracts for Prog Svc	\$0	\$962	\$962
Sub-total			\$0	\$3,847	\$3,847

Dismas Home of NH Vendor Code: 290061-8001 PO TBD

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

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$103,547	\$103,547
2022	102-800731	Contracts for Prog Svc	\$0	\$58,100	\$58,100
Sub-total			\$0	\$159,647	\$159,647

FIT/NNHH Vendor Code: 157730-8001 PO TBD

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

Attachment A
Financial Details

Grafton County Vendor Code: 177397-8003

PO TBD

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

Harbor Homes, Inc. Vendor Code: 186574-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$187,663	\$187,663
2022	102-500731	Contracts for Prog Svc	\$0	\$54,098	\$54,098
Sub-total			\$0	\$221,761	\$221,761

HEADREST, Inc. Vendor Code: 175226-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$38,228	\$0	\$38,228
2022	102-500731	Contracts for Prog Svc	\$11,621	\$0	\$11,621
Sub-total			\$47,847	\$0	\$47,847

Hope on Haven Hill Vendor Code: 275119-8001

PO TBD

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

North Country Health Consortium Vendor Code: 188557-8001

PO TBD

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

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

PO TBD

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

Southeastern NH Alcohol and Drug Services Vendor Code: 155282-8001

PO TBD

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

Attachment A
Financial Details

West Central
Services

Vendor Code: 177854-8001

PO TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$2,404	\$0	\$2,404
2022	102-500731	Contracts for Prog Svc	\$801	\$0	\$801
Sub-total			\$3,205	\$0	\$3,205
Total Gov. Comm			\$408,500	\$810,719	\$1,219,219

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

Bridge Street
Recovery

Vendor Code: TBD

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

Community Council
of Nashua-Gt
Nashua Comm
Mental Health

Vendor Code: 154112-8001

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

Dumas Home of NH

Vendor Code: 290061-8001

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

Easter Seals of NH
Manchester
Alcoholism Rehab
Ct/Famum

Vendor Code: 177204-8005

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

FTI/NH/NH

Vendor Code: 157730-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$325,442	\$0	\$325,442
2022	102-500731	Contracts for Prog Svc	\$114,852	\$0	\$114,852
Sub-total			\$440,294	\$0	\$440,294

Grafton County

Vendor Code: 177387-8003

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

Attachment A
Financial Details

Harbor Homes, Inc. Vendor Code: 166574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$355,337	\$355,337
2022	102-600731	Contracts for Prog Svc	\$0	\$114,652	\$114,652
Sub-total			\$0	\$469,989	\$469,989

HEADREST, Inc Vendor Code: 175226-B001 PO1062979

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

Hope on Haven HR Vendor Code: 275119-B001 PO1063243

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

North County Health Consortium Vendor Code: 158557-B001 PO1062986

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

Phoenix Houses of New England, Inc. Vendor Code: 177569-B001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-600731	Contracts for Prog Svc	\$204,505	\$0	\$204,505
2022	102-900731	Contracts for Prog Svc	\$84,545	\$0	\$84,545
Sub-total			\$289,050	\$0	\$289,050

Attachment A
Financial Details

Alcohol and Drug
Services

Vendor Code 153292-8001

PO1062969

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

West Central
Services

Vendor Code: 177654-8001

PO1082968

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$5,096	\$0	\$5,096
2022	102-500731	Contracts for Prog Svc	\$1,699	\$0	\$1,699
Sub-total			\$6,795	\$0	\$6,795
Total Clinical Svcs			\$885,750	\$1,716,188	\$2,581,948

05-95-82-820510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS; DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% FEDERAL FUNDS)

Bridge Street
Recovery

Vendor Code:TBD

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

Community Council
of Nashua-Gr
Nashua Comm
Mental Health

Vendor Code: 154112-8001

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

Dismas Home of NH

Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$43,790	\$0	\$43,790
2022	102-500731	Contracts for Prog Svc	\$15,600	\$0	\$15,600
Sub-total			\$59,390	\$0	\$59,390

Easter Seats of NH
Manchester
Alcoholism Rehab
Civ/Farham

Vendor Code: 177204-8005

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

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$830,100	\$0	\$830,100
2022	102-500731	Contracts for Prog Svc	\$229,000	\$0	\$229,000
Sub-totals			\$668,100	\$0	\$668,100

Phoenix Houses of New England, Inc. Vendor Code: 177569-001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-totals			\$0	\$0	\$0

North County Health Consortium Vendor Code: 158557-001

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

Hope on Haven Hdl Vendor Code: 275119-001

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

HEADREST, Inc Vendor Code: 175226-001

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

Harbor Homes, Inc. Vendor Code: 166574-001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-totals			\$0	\$0	\$0

Clayton County Vendor Code: 177397-0003

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

FTIRH Vendor Code: 15730-001

Attachment A
Financial Details

Southeastern NH
Alcohol and Drug
Services Vendor Code: 155282-8001

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

West Central
Services Vendor Code: 177854-8001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/Decrease	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	\$0	\$0	\$0
Sub-total			\$0	\$0	\$0
Total SOR Grant			\$1,482,388	\$4,215,581	\$5,678,149
Grand Total All			\$2,737,838	\$8,744,478	\$9,482,316

**Attachment A
Financial Details**

Subject: Substance Use Disorder Treatment and Recovery Support Services (SS-2021-BDAS-04-SUBST-08)

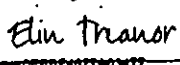

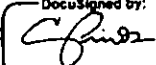
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center d/b/a Farnum Center		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3462	1.6 Account Number Multiple	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$2,035,829
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/20/2020		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by:  Date: 11/20/2020		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/25/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials DS
ET
 Date 11/20/2020



CONTRACT IDENTIFICATION DETAILS

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

1.1. Box 1.6, Account Number, to include:

- 1.6. 05-95-92-920510-33820000-102-500734
- 05-95-92-920510-33840000-102-500734
- 05-95-92-920510-70400000-102-500734

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials 05
ET
Date 11/20/2020

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Substance Use Disorder Treatment and Recovery Support Services
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective October 1, 2020.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

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

1.4. Clinical Services

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

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

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

1.6. Transition Plan

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

1.7. Resiliency and Recovery Oriented Systems of Care

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

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- 1.7.1.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align work with other RPHN projects that may be similar in nature or impact the same populations.
- 1.7.1.3. Coordinate individual services with other community service providers involved in the individual's care and the individual's support network.
- 1.7.1.4. Coordinate individual services with the Doorways that include, but are not limited to:
 - 1.7.1.4.1. Ensuring timely admission of individuals to services.
 - 1.7.1.4.2. Referring any individual receiving room and board payment to the Doorway.
 - 1.7.1.4.3. Coordinating all room and board individual data and services with the individuals' agency to ensure each room and board individual served has a Government Performance and Results Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge completed by the agency responsible for completing the GPRA.
 - 1.7.1.4.4. Referring individuals to Doorway services when individuals cannot be admitted for services within forty-eight (48) hours.
 - 1.7.1.4.5. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.

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

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

1.8. Substance Use Disorder Treatment Services

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

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including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.

- 1.8.2. The Contractor shall provide Group Outpatient Treatment as defined as ASAM Criteria, Level 1. The Contractor shall provide outpatient treatment services to assist a group of individuals in achieving treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision-making with regard to alcohol and other drug related problems.
- 1.8.3. The Contractor shall provide Partial Hospitalization as defined as ASAM Criteria, Level 2.5. The Contractor shall ensure partial hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. The Contractor shall ensure partial hospitalization is provided to individuals for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.
- 1.8.4. The Contractor shall provide Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. The Contractor shall ensure withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the individual while they are undergoing withdrawal.
- 1.8.5. The Contractor shall provide High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. The Contractor shall provide residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
- 1.8.6. The Contractor shall provide Residential Withdrawal Management services as defined by ASAM Criteria, Level 3.7-WM a residential services. The Contractor shall ensure residential withdrawal management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
- 1.8.7. The Contractor shall provide Integrated Medication Assisted Treatment services through medication prescription and monitoring for

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treatment of opiate and other substance use disorders. The Contractor shall:

- 1.8.7.1. Provide non-medical treatment services to the individual in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider as clinically appropriate.
- 1.8.7.2. Coordinate care and meet all requirements for the service provided.
- 1.8.7.3. Deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."
- 1.8.7.4. Provide Integrated Medication Assisted Treatment services only in coordination with providing individuals with the services in Paragraphs 1.8.1 through 1.8.7, above.

1.9. Enrolling Individuals for Services

- 1.9.1. The Contractor shall initiate face-to-face communication by meeting in person, or electronically, or by telephone conversation with individuals and providers, as applicable, within two (2) business days from the date an individual makes contact for Substance Use Disorder Treatment and Recovery Support Services. The Contractor shall document all attempts at contacting individuals and providers, as applicable, in the individual record or call log.
- 1.9.2. The Contractor shall complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. The Contractor shall:
 - 1.9.2.1. Ensure all attempts at contact are documented in the individual record or call log;
 - 1.9.2.2. Assess individuals' income prior to admission using the WITS fee determination model;
 - 1.9.2.3. Provide the client, the client's guardian, agent or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charges; and

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- 1.9.2.4. Update individual income information, as needed over the course of treatment by asking individuals about any changes in income no less frequently than every 4 weeks. The Contractor shall document inquiries about changes in income in the individual record
- 1.9.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in within two (2) days of the initial Intake Screening in using the ASI Lite module in WITS or other Department-approved method, when the individual is determined probable of being eligible for services.
- 1.9.4. The Contractor shall ensure the data from the ASAM Level of Care Assessment is available to the Department in a Department-approved format, upon request.
- 1.9.5. The Contractor shall complete a clinical evaluation for each individual utilizing CONTINUUM, or an alternative method approved by the Department, that includes DSM-5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013 if the individual does not present with an evaluation completed by a licensed or unlicensed counselor. The Contractor shall complete a clinical evaluation, for each individual:
 - 1.9.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.
 - 1.9.5.2. During treatment only when determined by a Licensed Counselor.
- 1.9.6. The Contractor shall provide eligible individuals substance use disorder treatment services in accordance with the individual's clinical evaluation unless:
 - 1.9.6.1. The individual chooses to receive a service with a lower intensity ASAM Level of Care; or
 - 1.9.6.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined, in which case the individual may choose:
 - 1.9.6.2.1. A service with a lower Intensity ASAM Level of Care;
 - 1.9.6.2.2. A service with the next available higher intensity ASAM Level of Care;
 - 1.9.6.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or

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- 1.9.6.2.4. Be referred to another agency in the individual's service area that provides the service with the needed ASAM Level of Care.
- 1.9.7. The Contractor shall enroll eligible individuals for services in order of the priority described below:
 - 1.9.7.1. Pregnant women and Individuals with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:
 - 1.9.7.1.1. Make a referral to the Doorway of the individual's choice to connect the individual with substance use disorder treatment services; or
 - 1.9.7.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with the providers if the individual refuses the referral. The Contractor shall ensure assistance includes:
 - 1.9.7.1.2.1. Actively reaching out to identify providers on the behalf of the individual; and
 - 1.9.7.1.2.2. Providing interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include a minimum of one (1):
 - 1.9.7.1.2.2.1. 60-minute individual or group outpatient session per week;
 - 1.9.7.1.2.2.2. Recovery support services, as needed by the individual; and
 - 1.9.7.1.2.2.3. Daily calls to the individual to assess and responds to any emergent needs.
 - 1.9.7.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

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- 1.9.7.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.
- 1.9.7.4. Individuals with substance use and co-occurring mental health disorders.
- 1.9.7.5. Individuals with Opioid Use Disorders.
- 1.9.7.6. Veterans with substance use disorders.
- 1.9.7.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 1.9.7.8. Individuals who require priority admission at the request of the Department.
- 1.9.8. The Contractor shall obtain consent for treatment from the individual prior to receiving services for individuals whose age is 12 years and older, in accordance with 42 CFR Part 2.
- 1.9.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the individual is under the age of 12 years prior to receiving services.
- 1.9.10. The Contractor shall ensure consent forms include language for individual consent to share information with other social service agencies involved in the individual's care, including but not limited to:
 - 1.9.10.1. The Division for Children, Youth and Families (DCYF).
 - 1.9.10.2. Probation and parole programs.
 - 1.9.10.3. Doorways.
- 1.9.11. The Contractor shall not prohibit individuals from receiving services when an individual does not consent to information sharing, except that individuals who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.
- 1.9.12. The Contractor shall notify individuals who sign a consent to information sharing of the ability to rescind the consent at any time without any impact on services provided under this contract, except that individuals who rescind consent to information sharing with the Doorway shall not receive any additional services utilizing State Opioid Response (SOR) funding.
- 1.9.13. The Contractor shall not deny services to an adolescent due to:
 - 1.9.13.1. The parent's inability and/or unwillingness to pay the fee; or

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- 1.9.13.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B: 12-a.
- 1.9.14. The Contractor shall provide services to eligible individuals who:
 - 1.9.14.1. Receive MAT services from other providers, including but not limited to the individual's primary care provider;
 - 1.9.14.2. Have co-occurring mental health disorders; and/or
 - 1.9.14.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.9.15. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department.
- 1.9.16. The Contractor shall ensure adolescents and adults do not share the same residency space, but may share communal spaces at separate times, which may include, but are not limited to:
 - 1.9.16.1. Kitchens.
 - 1.9.16.2. Group rooms.
 - 1.9.16.3. Recreation rooms and/or areas.
- 1.10. Denial of Services
 - 1.10.1. The Contractor shall ensure individuals who are denied services:
 - 1.10.1.1. Are informed of the reason for denial; and
 - 1.10.1.2. Receive assistance with identifying an accessing appropriate available treatment.
 - 1.10.2. The Contractor shall not deny services to any individual solely because the individual:
 - 1.10.2.1. Previously left treatment against the advice of staff;
 - 1.10.2.2. Relapsed from an earlier treatment;
 - 1.10.2.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
 - 1.10.2.4. Has been diagnosed with a mental health disorder.
- 1.11. Waitlists
 - 1.11.1. The Contractor shall maintain a waitlist of individuals who are unable to receive services due to unavailability of services, regardless of payor source.
 - 1.11.2. The Contractor shall track the wait time for the individuals to receive services, from the date of initial contact with the individual to the date

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the individuals first receive substance use disorder treatment services other than evaluation.

1.12. Assistance with Enrolling in Insurance Programs

1.12.1. The Contractor shall assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:

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

1.12.1.2. Assistance with securing financial resources or documenting the refusal of assistance in the individual record

1.13. Service Delivery Activities and Requirements

1.13.1. The Contractor shall develop and implement written policies and procedures that govern operations and all services provided. The Contractor shall ensure:

1.13.1.1. All policies and procedures are reviewed and revised, as necessary.

1.13.1.2. All staff providing services receive training on policies and procedures currently in place.

1.13.1.3. Maintenance of specific policies that include, but are not limited to:

1.13.1.3.1. Client rights, grievance and appeals policies and procedures.

1.13.1.3.2. Progressive discipline, leading to administrative discharge.

1.13.1.3.3. Reporting and appealing staff grievances.

1.13.1.3.4. Policies on client alcohol and other drug use while in treatment.

1.13.1.3.5. Policies on client and employee smoking.

1.13.1.3.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs.

1.13.1.3.7. Policies and procedures for holding a client's possessions.

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- 1.13.1.3.8. Secure storage of staff medications.
 - 1.13.1.3.9. A client medication policy.
 - 1.13.1.3.10. Urine specimen collection, as applicable, that:
 - 1.13.1.3.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
 - 1.13.1.3.10.2. Minimize falsification.
 - 1.13.1.3.11. Safety and emergency procedures on:
 - 1.13.1.3.11.1. Medical emergencies;
 - 1.13.1.3.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
 - 1.13.1.3.11.3. Reporting employee injuries;
 - 1.13.1.3.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
 - 1.13.1.3.11.5. Emergency closings; and
 - 1.13.1.3.11.6. Posting of the above safety and emergency procedures.
 - 1.13.1.3.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA).
 - 1.13.1.3.13. Procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances.
 - 1.13.1.3.14. Procedures related to quality assurance and quality improvement.
- 1.13.2. The Contractor shall assess all individuals for risk of self-harm at all phases of treatment, including, but not limited to:
- 1.13.2.1. During initial contact.
 - 1.13.2.2. During screening.

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- 1.13.2.3. At intake.
- 1.13.2.4. During admission.
- 1.13.2.5. During on-going treatment services.
- 1.13.2.6. At discharge.
- 1.13.3. The Contractor shall assess all individuals for withdrawal risk based on ASAM (2013) standards at all phases of treatment, including but not limited to:
 - 1.13.3.1. During initial contact.
 - 1.13.3.2. During screening.
 - 1.13.3.3. At intake.
 - 1.13.3.4. During admission.
 - 1.13.3.5. During on-going treatment services.
- 1.13.4. The Contractor shall stabilize all individuals based on ASAM (2013) guidance. The Contractor shall:
 - 1.13.4.1. Provide stabilization services when an individual's level of risk indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.2. Integrate withdrawal management into the individual's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely if an individual's risk level indicates a service with an ASAM Level of Care that can be provided through contract services;
 - 1.13.4.3. Refer individuals to a facility where the services can be provided when an individual's risk indicates a service with an ASAM Level of Care that is higher than can be provided through contract services; and
 - 1.13.4.4. Coordinate with the withdrawal management services provider to admit the individual to an appropriate service once the individual's withdrawal risk has reached a level that can be provided through contract services.
- 1.13.5. The Contractor shall complete individualized treatment plans based on clinical evaluation data for each individual served within three (3) days or three (3) sessions, whichever is longer, of the clinical evaluation that address problems in all ASAM (2013) domains that justified the individual's admittance to a given level of care, which:

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- 1.13.5.1. Include goals, objectives, and interventions in each individual treatment plan written in terms that are:
 - 1.13.5.1.1. Specific with clearly defined action steps;
 - 1.13.5.1.2. Measurable with clear criteria for progress and completion;
 - 1.13.5.1.3. Attainable and within the individual's ability to achieve;
 - 1.13.5.1.4. Realistic while ensuring the resources are available to the individual; and
 - 1.13.5.1.5. Timely in a manner that supports a stated period for completion that is reasonable.;
- 1.13.5.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions;
- 1.13.5.3. Are updated based on changes in any ASAM domain and no less frequently than every four (4) sessions or every (4) weeks, whichever is less frequent. The Contractor shall ensure treatment plan updates include:
 - 1.13.5.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 1.13.5.3.2. Modifications of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 1.13.5.3.3. The counselor's assessment of whether the individual needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment; and
 - 1.13.5.3.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.
- 1.13.5.4. Track individual progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS.

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- 1.13.6. The Contractor shall refer individuals to, and coordinate care with, other providers. The Contractor shall:
- 1.13.6.1. Obtain consents from each individual, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules;
 - 1.13.6.2. Ensure providers include, but are not limited to:
 - 1.13.6.2.1. A primary care provider, as appropriate.
 - 1.13.6.2.2. A behavioral health care provider when the individual presents with co-occurring substance use and mental health disorders.
 - 1.13.6.2.3. Medication assisted treatment provider, as appropriate.
 - 1.13.6.2.4. Peer recovery support provider, as appropriate.
 - 1.13.6.3. Coordinate with local recovery community organizations, if available, in order to:
 - 1.13.6.3.1. Bring peer recovery support providers into the treatment setting;
 - 1.13.6.3.2. Meet with individuals to describe available services; and
 - 1.13.6.3.3. Engage individuals in peer recovery support services as applicable.
 - 1.13.6.4. Coordinate with case management services offered by the individual's managed care organization, Doorway, third party insurance or other provider, if applicable.
 - 1.13.6.5. Coordinate with other social service agencies engaged with the individual, including but not limited to:
 - 1.13.6.5.1. The Department's Division of Children, Youth and Families (DCYF), as applicable.
 - 1.13.6.5.2. Probation and/or parole programs, as applicable.
 - 1.13.6.5.3. The Doorways, as applicable.
 - 1.13.6.6. Clearly document in the individual's file if the individual refuses any referrals or care coordination.

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1.13.7. The Contractor shall complete continuing care, transfer, and discharge plans for services provided, except for Transitional Living, that address all ASAM (2013) domains, which:

1.13.7.1. Include the process of transfer and/or discharge planning at the time of the individual's intake to the program.

1.13.7.2. Include at least one (1) of the three (3) criteria for continuing services, which are:

1.13.7.2.1. Continuing Service Criteria A: The individual is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed, as necessary, to permit the individual to continue working toward his or her treatment goals; or

1.13.7.2.2. Continuing Service Criteria B: The individual is not yet making progress, but has the capacity to resolve his or her problems. The individual is actively working toward the goals articulated in the individualized treatment plan. The Contractor shall ensure continued treatment at the present level of care is assessed as necessary to permit the individual to continue working toward his or her treatment goals; and/or

1.13.7.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The Contractor shall provide services for the new problem or priority, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The Contractor shall ensure the level of care that the individual is receiving treatment is therefore the least intensive level at which the individual's problems can be addressed effectively.

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

1.13.7.3.1. Transfer or Discharge Criteria A: ⁰⁵ The individual has achieved the goals articulated in

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the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. The Contractor shall ensure continuing the chronic disease management of the individual's condition at a less intensive level of care is indicated; or

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

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

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

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

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

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

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- 1.13.8.2. Ensuring services are published in a peer-reviewed journal and found to have positive effects; or
- 1.13.8.3. Ensuring services are based on a theoretical perspective that has validated research.
- 1.13.9. The Contractor shall deliver services in this Contract in accordance with:
 - 1.13.9.1. The ASAM Criteria (2013).
 - 1.13.9.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs).
 - 1.13.9.3. The SAMHSA Technical Assistance Publications (TAPs).
- 1.14. Individual and Group Education
 - 1.14.1. The Contractor shall offer individuals receiving services individual or group education on prevention, treatment, and nature of:
 - 1.14.1.1. Hepatitis C Virus (HCV).
 - 1.14.1.2. Human Immunodeficiency Virus (HIV).
 - 1.14.1.3. Sexually Transmitted Diseases (STD).
 - 1.14.1.4. Tobacco Treatment Tools that include:
 - 1.14.1.4.1. Assessing individuals for motivation in stopping the use of tobacco products;
 - 1.14.1.4.2. Offering resources that include, but are not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.
 - 1.14.2. The Contractor shall coordinate individual and group education sessions with the NH Ryan White HIV/AIDS program, for individuals identified as at risk of or with HIV/AIDS.
- 1.15. Medication Services
 - 1.15.1. The Contractor shall ensure no administration of medications, including physician samples, occurs except by a licensed medical practitioner working within his or her scope of practice.
 - 1.15.2. The Contractor shall ensure all prescription medications brought by a client are in their original containers and legibly display the following information:
 - 1.15.2.1. The client's name;

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- 1.15.2.2. The medication name and strength;
- 1.15.2.3. The prescribed dose;
- 1.15.2.4. The route of administration;
- 1.15.2.5. The frequency of administration; and
- 1.15.2.6. The date ordered.
- 1.15.3. The Contractor shall ensure any changes to or discontinuation of prescription medications are changed or discontinued upon receiving a written order from a licensed practitioner.
- 1.15.4. The Contractor shall ensure all prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, are stored as follows:
 - 1.15.4.1. All medications are kept in a storage area that is:
 - 1.15.4.1.1. Locked and accessible only to authorized personnel;
 - 1.15.4.1.2. Organized to allow correct identification of each client's medication(s);
 - 1.15.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and
 - 1.15.4.1.4. Equipped to maintain medication at the proper temperature.
 - 1.15.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, are kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and
 - 1.15.4.3. Topical liquids, ointments, patches, creams and powder forms of products are stored in a manner that mitigates cross-contamination with oral, optic, ophthalmic, and parenteral products.
- 1.15.5. The Contractor shall ensure medications belonging to staff are not accessible to clients or stored with client medication.
- 1.15.6. The Contractor shall ensure over-the-counter (OTC) medications are handled in the following manner:
 - 1.15.6.1. Only original, unopened containers of OTC medications are allowed to be brought into the program;

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- 1.15.6.2. OTC medication is stored in accordance with medication storage requirements above; and
- 1.15.6.3. OTC medication containers are marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner.
- 1.15.7. The Contractor shall supervise all medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, as follows:
 - 1.15.7.1. Staff remind the client to take the correct dose of his or her medication at the correct time;
 - 1.15.7.2. Staff may open the medication container but cannot physically handle the medication itself in any manner; and
 - 1.15.7.3. Staff remain with the client to observe them taking the prescribed dose and type of medication.
- 1.15.8. The Contractor shall document in an individual client medication log:
 - 1.15.8.1. The medication name, strength, dose, frequency and route of administration;
 - 1.15.8.2. The date and the time the medication was taken;
 - 1.15.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and
 - 1.15.8.4. The reason for any medication refused or omitted.
- 1.15.9. The Contractor shall ensure upon a client's discharge that:
 - 1.15.9.1. The medication log is included in the client's record; and
 - 1.15.9.2. The client is provided with remaining medication to take with him or her
- 1.16. Tobacco Free Environment
 - 1.16.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that:
 - 1.16.1.1. Address the smoking of any tobacco product; the use of oral tobacco products or "spit" tobacco; and the use of electronic devices.
 - 1.16.1.2. Apply to employees, individuals and employee or individual visitors.

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

1.17. Staffing

- 1.17.1. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

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- 1.17.2. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which include:
 - 1.17.2.1. Job title;
 - 1.17.2.2. Physical requirements of the position;
 - 1.17.2.3. Education and experience requirements of the position;
 - 1.17.2.4. Duties of the position;
 - 1.17.2.5. Positions supervised; and
 - 1.17.2.6. Title of immediate supervisor.
- 1.17.3. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which include, but are not limited to:
 - 1.17.3.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record.
 - 1.17.3.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee.
 - 1.17.3.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
 - 1.17.3.3.1. Felony convictions in this or any other state;
 - 1.17.3.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
 - 1.17.3.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person.
- 1.17.4. The Contractor shall ensure all staff, including contracted staff:
 - 1.17.4.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
 - 1.17.4.2. Do not exceed the criminal background standards established above;

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

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- 1.17.5.1.2. The date of the examination.
- 1.17.5.1.3. Whether or not the examinee has a contagious or any other illness that affects the examinee's ability to perform job duties.
- 1.17.5.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC).
- 1.17.5.1.5. The dated signature of the licensed health practitioner.
- 1.17.5.2. Are allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
- 1.17.5.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with individuals with infectious tuberculosis.
- 1.17.6. The Contractor shall ensure employees, contracted employees, volunteers and independent contractors complete a symptomatology screen of a TB test if in direct contact with clients who have a history of TB or a positive skin test.
- 1.17.7. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. The Contractor shall ensure each personnel file includes, but is not limited to:
 - 1.17.7.1. A completed application for employment or a resume, including:
 - 1.17.7.1.1. Identification data; and
 - 1.17.7.1.2. The education and work experience of the employee.
 - 1.17.7.2. A copy of the current job description or agreement, signed by the individual, that identifies the:
 - 1.17.7.2.1. Position title;
 - 1.17.7.2.2. Qualifications and experience; and
 - 1.17.7.2.3. Duties required by the position.

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

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

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

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

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

1.17.8.1.3. Licensed mental health provider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17.14.1. Review of case records;

1.17.14.2. Observation of interactions with clients;

1.17.14.3. Skill development; and

1.17.14.4. Review of case management activities.

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

1.17.16. The Contractor shall ensure licensed or certified employees receive supervision in accordance with the requirement of their licensure.

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- 1.17.17. The Contractor shall provide training to staff on:
- 1.17.17.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 1.17.17.2. The 12 Core Functions;
 - 1.17.17.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.17.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities; professional boundaries; and power dynamics as well as appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.18. The Contractor shall notify the Department, in writing, of changes in any personnel with a copy of the current resume who spend a minimum of 10% of their work time providing substance use disorder treatment and/or recovery support services.
- 1.17.19. The Contractor shall employ an administrator responsible for day-to-day operations. The Contractor shall:
- 1.17.19.1. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
 - 1.17.19.2. Establish, in writing, a chain of command that sets forth the line of authority for the operation of services provide to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
- 1.17.20. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee and applicable licenses, which clearly indicates the staff member is employed by the Contractor, with the notification.
- 1.17.21. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.
- 1.17.22. The Contractor shall ensure policies and procedures related to student interns address minimum coursework, experience and core competencies for interns having direct contact with individuals served.

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The Contractor shall ensure student interns, prior to beginning an internship, complete:

- 1.17.22.1. A Department-approved ethics course;
 - 1.17.22.2. A Department-approved course on the 12 Core Functions;
 - 1.17.22.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice; and
 - 1.17.22.4. Appropriate training relative to information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records, as safeguarded by 42 CFR Part 2.
- 1.17.23. The Contractor shall ensure unlicensed staff complete the courses and trainings within six (6) months of hire.
- 1.17.24. The Contractor shall ensure staff receive continuing education in the relative to substance use disorders as well as state and federal laws, and rules relating to confidentiality to ensure services provided align with current best practices.
- 1.17.25. The Contractor shall provide in-service training to all staff involved in individual care within 15 days of the contract effective date or the individual's start date, if after the contract effective date, and at least annually thereafter on topics that include, but are not limited to:
- 1.17.25.1. The contract requirements.
 - 1.17.25.2. All policies and procedures provided by the Department.
- 1.17.26. The Contractor shall provide annual in-service trainings, or ensure attendance at Department-approved annual trainings, to clinical staff on:
- 1.17.26.1. Hepatitis C (HCV);
 - 1.17.26.2. Human immunodeficiency virus (HIV);
 - 1.17.26.3. Tuberculosis (TB); and
 - 1.17.26.4. Sexually transmitted diseases (STDs).

1.18. Facilities License

- 1.18.1. The Contractor shall ensure all residential services provided are licensed with the Department's Health Facilities Administration.
- 1.18.2. The Contractor shall comply with the additional licensing requirements by the Department's Bureau of Health Facilities Administration for medically monitored and residential withdrawal management services.

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1.18.3. The Contractor shall ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.

1.19. Inspections

1.19.1. The Contractor shall ensure the service site is accessible to individuals with a disability in accordance with the Americans with Disabilities Act (ADA) accessibility and barrier free guidelines in accordance with 42, U.S. C. 12131, et seq. The Contractor shall ensure each site has:

- 1.19.1.1. A reception area separate from living and treatment areas;
- 1.19.1.2. Private space for personal consultation, charting, treatment and social activities, as applicable;
- 1.19.1.3. Secure storage of active and closed confidential client records; and
- 1.19.1.4. Separate and secure storage of toxic substances.

1.19.2. The Contractor shall admit and allow any Department representative at any time to inspect the following to ensure contract compliance:

- 1.19.2.1. The facility premises;
- 1.19.2.2. All programs and services provided under the contract; and
- 1.19.2.3. Any records required by the contract.

1.19.3. The Department may issues a notice of deficiencies when, as a result of any inspection, the Department determines that the Contractor is in violation of any of the contract requirements.

1.19.4. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction no later than 21 working days of receiving the inspection findings.

1.20. Web Information Technology System (WITS)

1.20.1. The Contractor shall use the WITS, or an alternative electronic health record approved by the Department, to record all individual activity and individual contact within (3) days following the activity or contact, as directed by the Department.

1.20.2. The Contractor shall obtain written informed consent from the individual on the consent form provided by the Department before providing services.

1.20.3. The Contractor shall ensure any individual refusing to sign the informed consent form:

- 1.20.3.1. Is not entered into the WITS system; and
- 1.20.3.2. Does not receive services described this contract

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1.20.3.3. Is assisted with finding alternative payers for the required services.

1.20.4. The Contractor shall utilize the WITS system only for individuals who are in a program funded by, or under the oversight of, the Department.

1.21. Quality Improvement

1.21.1. The Contractor shall ensure the standard of care for individuals by participating in quality improvement activities, as requested by the Department, which include, but are not limited to:

1.21.1.1. Participating in electronic and in-person individual record reviews.

1.21.1.2. Participating in site visits.

1.21.1.3. Participating in training and technical assistance activities, as directed by the Department.

1.21.2. The Contractor shall maintain consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services by monitoring:

1.21.2.1. Program capacity, including but not limited to, staffing and other resources to consistently and evenly deliver these services; and

1.21.2.2. The percentage of contract funding expended relative to the percentage of the contract period that has elapsed.

1.21.3. The Contractor shall notify the Department if there is a difference of more than 10% between expended funding and elapsed time on the contract. The Contractor shall:

1.21.3.1. Notify the Department within 5 days of identifying the difference; and

1.21.3.2. Submit a plan for correcting the discrepancy within 10 days of notifying the Department.

1.22. Client Discharge and Transfer

1.22.1. The Contractor may discharge a client from a program due to:

1.22.1.1. The client completing the program or transferring based on changes in the client's functioning relative to ASAM criteria;

1.22.1.2. The client terminates from the program due to:

1.22.1.2.1. Administrative discharge;

1.22.1.2.2. Non-compliance with the program;

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- 1.22.1.2.3. The client leaving the program before completion against advice of treatment staff; and
- 1.22.1.2.4. The client being inaccessible, including for reasons that may include, but are not limited to the client has been jailed or hospitalized.
- 1.22.2. The Contractor shall ensure the counselor completes a narrative discharge summary no later than seven (7) days following a client's discharge or transfer, or for withdrawal management services, no later than the next business day following a client's discharge or transfer. The Contractor shall ensure the summary includes, but is not limited to:
 - 1.22.2.1. The dates of admission and discharge or transfer.
 - 1.22.2.2. The client's psychosocial substance abuse history and legal history.
 - 1.22.2.3. A summary of the client's progress toward treatment goals in all ASAM domains.
 - 1.22.2.4. The reason for discharge or transfer.
 - 1.22.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment.
 - 1.22.2.6. A summary of the client's physical condition at the time of discharge or transfer.
 - 1.22.2.7. A continuing care plan, including all ASAM domains.
 - 1.22.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable.
 - 1.22.2.9. The dated signature of the counselor completing the summary.
- 1.22.3. The Contractor shall complete a progress note on the client's treatment and progress toward treatment goals and update the client assessment and treatment plan when transferring a client, from one level of care either to another within the same certified Contractor agency or to another treatment program.
- 1.22.4. The Contractor shall forward copies of the following information to the receiving agency, only after a release of confidential information is signed by the client:
 - 1.22.4.1. The discharge summary;

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- 1.22.4.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
- 1.22.4.3. A diagnostic assessment statement and other assessment information, including:
 - 1.22.4.3.1. TB test results;
 - 1.22.4.3.2. A record of the client's treatment history; and
 - 1.22.4.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.
- 1.22.5. The Contractor shall ensure the counselor meets with the client at the time of discharge or transfer to establish a continuing care plan that:
 - 1.22.5.1. Includes recommendations for continuing care in all ASAM domains;
 - 1.22.5.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
 - 1.22.5.3. Assists the client in making contact with other agencies or services.
- 1.22.6. The Contractor may administratively discharge a client from a program only if:
 - 1.22.6.1. The client's behavior on program premises is abusive, violent, or illegal;
 - 1.22.6.2. The client is non-compliant with prescription medications;
 - 1.22.6.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
 - 1.22.6.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

1.23. Client Rights

1.23.1. Notice of Client Rights

- 1.23.1.1. The Contractor shall inform clients of their rights in clear, understandable language and form, both verbally and in writing ensuring:
 - 1.23.1.1.1. Applicants for services are informed of their rights to evaluations and access to treatment;

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- 1.23.1.1.2. Clients are advised of their rights upon entry into any program and annually, thereafter.
- 1.23.1.1.3. Notification of rights are documented in the client record.
- 1.23.1.1.4. Posting the notices continuously and conspicuously;
- 1.23.1.1.5. Complete copies of the rules pertaining to client rights are available for client viewing in each program and each residence, as applicable.

1.23.1.2. The Contractor shall ensure client fundamental, personal and treatment rights are available and conspicuously posted for client viewing.

1.24. Administrative Remedies

1.24.1. The Department may impose administrative remedies for violations of contract requirements, including:

- 1.24.1.1. Requiring a Contractor to submit a plan of correction (POC);
- 1.24.1.2. Imposing a directed POC upon a Contractor;
- 1.24.1.3. Suspension of a contract; or
- 1.24.1.4. Revocation of a contract.

1.24.2. When administrative remedies are imposed, the Department shall provide a written notice, as applicable, which:

- 1.24.2.1. Identifies each deficiency;
- 1.24.2.2. Identifies the specific remedy(s) that has been proposed; and
- 1.24.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

1.24.3. A POC shall be developed and enforced in the following manner:

- 1.24.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC to the Department within 21 days of the date on the notice describing:
 - 1.24.3.1.1. How the Contractor intends to correct each deficiency;

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- 1.24.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
- 1.24.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 1.24.3.2. The Department shall review and accept each POC that:
 - 1.24.3.2.1. Achieves compliance with contract requirements;
 - 1.24.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
 - 1.24.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
 - 1.24.3.2.4. Specifies the date upon which the deficiencies will be corrected;
- 1.24.3.3. If the POC is acceptable, the Department shall provide written notification of acceptance of the POC;
- 1.24.3.4. If the POC is not acceptable, the Department shall notify the Contractor in writing of the reason for rejecting the POC;
- 1.24.3.5. The Contractor shall develop and submit a revised POC to the Department within 21 days of the date of the written notification of rejection, as applicable;
- 1.24.3.6. If the revised POC is not acceptable to the Department, or is not submitted within 21 days of the date of the written notification above, the Contractor shall be subject to a directed POC.
- 1.24.4. The Department shall verify the implementation of any POC that has been submitted and accepted by:
 - 1.24.4.1. Reviewing materials submitted by the Contractor;
 - 1.24.4.2. Conducting a follow-up inspection; or
 - 1.24.4.3. Reviewing compliance during the next scheduled inspection;
- 1.24.5. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and
- 1.24.6. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC.

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1.24.7. The Department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:

1.24.7.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;

1.24.7.2. A revised POC is not submitted within 21 days of the written notification from the department; or

1.24.7.3. A revised POC submitted has not been accepted.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly and quarterly reports no later than the 10th day of the month following the reporting month or quarter.

3.2. The Contractor shall report on the National Outcome Measures (NOMs) data in WITS for:

3.2.1. 100% of all individuals at admission;

3.2.2. 100% of all individuals who are discharged because they have completed treatment or transferred to another program; and

3.2.3. 50% of all individuals who are discharged for reasons other than those specified above in Subparagraph 3.1.2.

3.3. The Contractor shall submit monthly reports to the Department that include, but are not limited to:

3.3.1. The average wait time for all individuals, by the type of service and payer source for all the services.

3.3.2. The average wait time for priority individuals by the type of service and payer source for the services.

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- 3.4. The Contractor shall notify the Department of all critical incidents in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:
- 3.4.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:
- 3.4.1.1. Abuse.
 - 3.4.1.2. Neglect.
 - 3.4.1.3. Exploitation.
 - 3.4.1.4. Rights violation.
 - 3.4.1.5. Missing person.
 - 3.4.1.6. Medical emergency.
 - 3.4.1.7. Restraint.
 - 3.4.1.8. Medical error.
- 3.5. The Contractor shall report all contact with law enforcement to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.6. The Contractor shall report all media contacts to the Department in writing as soon as possible and no more than 24 hours following the incident.
- 3.7. The Contractor shall report all sentinel events to the Department:
- 3.7.1. When the sentinel even involves any individual receiving services under this contract;
 - 3.7.2. Immediately by verbal notification upon discovering the event, which includes:
 - 3.7.2.1. The reporting individual's name, phone number, and agency and/or organization;
 - 3.7.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;
 - 3.7.2.3. Location, date, and time of the event;
 - 3.7.2.4. Description of the event, including what, when, where, and how the event happened, as well as other relevant information including the identification of any other individuals involved;
 - 3.7.2.5. Whether the police were involved due to a crime or suspected crime; and
 - 3.7.2.6. The identification of any media that had reported the event.

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- 3.7.3. Within 72 hours of the sentinel event by submitting a completed "Sentinel Event Reporting Form" (February 2017) and providing any additional information regarding the event as information becomes available, in writing.
- 3.7.4. Additional information on the event that is discovered after filing the form in Paragraph 3.7.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and
- 3.7.5. Submit additional information regarding Paragraph 3.7.1 through 3.7.4 above if required by the Department.

4. Performance Measures

4.1. The Contractor's performance shall be measured to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses. The Contractor shall:

- 4.1.1. Report data in WITS for Department use during the first year of the contract in order to establish benchmarks for each of the following measures:
 - 4.1.1.1. Initiation: Percentage of individuals accessing services within 14 days of screening;
 - 4.1.1.2. Engagement: Percentage of individuals receiving 3 or more eligible services within 34 days;
 - 4.1.1.3. Retention: Percentage of individuals receiving 6 or more eligible services within 60 days;
 - 4.1.1.4. Clinically appropriate services: Percentage of individuals receiving ASAM level of care within 30 days;
 - 4.1.1.5. Treatment completion: Percentage of individuals completing treatment; and
- 4.1.2. Report National Outcome Measures (NOMS) that ensure the percentage of individuals out of all individuals discharged meet a minimum of three (3) out of the five (5) NOMS outcome criteria listed below:
 - 4.1.2.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service.
 - 4.1.2.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service.
 - 4.1.2.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service.

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- 4.1.2.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
- 4.1.2.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

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5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility) for each

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such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement at the organizational level, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

7.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

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- 7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 7.1.2.2. Formula: Total current assets divided by total current liabilities.
- 7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 7.1.3. Debt Service Coverage Ratio:
 - 7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 7.1.4. Net Assets to Total Assets:
 - 7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.
- 7.3. In the event that the Contractor experiences an operating loss for two consecutive months at the program level or at the organization level or does not meet either: ET

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- 7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
- 7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that any provisions outlined in 7.3 have not been met. The corrective action plan shall include:
 - 7.3.4.1. The specific reason(s) the Contractor did not achieve the standard;
 - 7.3.4.2. Strategies describing how the Contractor will implement corrective actions to address the reason(s) for noncompliance.
 - 7.3.4.3. A date by which the reason(s) for noncompliance will be resolved.
 - 7.3.4.4. A program-by-program profit and loss statement across the entity as requested by the Department.
- 7.4. Notwithstanding, Form P-37, General Provisions, Paragraphs 8, Event of Default/Remedies, and 9., Termination:
 - 7.4.1. If a corrective plan is required, the Contractor shall update the corrective plan at least every thirty (30) calendar days until compliance is achieved.
 - 7.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 7.5. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 7.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this

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Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Contract Compliance Audits

- 8.1. The Contractor agrees to provide fiscal reports and documentation behind contract reporting documents as requested by the Department.
- 8.2. The Contractor agrees to comply with requests by the Department for file reviews to verify the administration of the contract is in compliance with state and federal laws and rules.

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Payment Terms

1. Sources of Funding

1.1. This Agreement is funded by:

- 1.1.1. 16.373%, Federal Funds from the Substance Abuse Prevention and Treatment Block Grant as awarded on October 1, 2019, by the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, CFDA #93.959/FAIN # TI083041;
- 1.1.2. 59.892%, Federal Funds from the State Opioid Response Grant as awarded on September 30, 2020, by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration CFDA #93.788/FAIN #TI081685 #TI083326;
- 1.1.3. 10.829%, General Funds; and
- 1.1.4. 12.906%, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds.

1.2. The Sources of Funding listed in Section 1.1 represent the best funding information available as of the Effective Date of this Agreement and may change depending on the services provided under this Agreement.

2. For the purposes of this Agreement:

- 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
- 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.

3. Non Reimbursement for Services

3.1. The Department shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit B, Scope of Services, such as but not limited to:

- 3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
- 3.1.2. Services covered by Medicare for clients who are eligible for Medicare.
- 3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit C-1, Service Fee Table.

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- 3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
- 3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
- 3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor shall seek reimbursement from the State for the deductible based on the sliding fee scale, not to exceed \$4,000 per client per treatment episode.
- 3.5. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the federally-defined monthly cost of living (COL), and:
 - 3.5.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$3,119.90	\$3,964.90	\$4,252.10	\$4,798.80	\$4,643.90

- 3.5.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	\$2,570.90	\$3,415.90	\$3,703.10	\$4,249.80	\$4,643.90

- 4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit C-1, Service Fee Table, unless otherwise stated. The Contractor agrees:
 - 4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).
 - 4.2. To bill for Clinical Evaluation services separately from all other per-day units of services.

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4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services

- 5.1. The Contractor shall directly bill and receive payments from public and private insurance plans, the clients, and the Department for services and/or transportation provided.
- 5.2. The Contractor shall ensure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.
- 5.3. The Contractor shall maintain an accurate accounting and records for all services billed, payments received and overpayments, if any, refunded and shall provide such records upon the request of the Department.
- 5.4. The Contractor shall determine and charge for services provided, as follows:
 - 5.4.1. First: Charge the client's private insurance up to the amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.2. Second: Charge the client according to Section 8, Sliding Fee Scale, when the private insurer does not remit payment for the full amount specified in Exhibit C-1 Service Fee Table, Table A.
 - 5.4.3. Third: If, any portion of the amount specified in Exhibit C-1 Service Fee Table, Table A remains unpaid, charge the Department for the unpaid balance.
- 5.5. The Contractor shall ensure the amount charged to the client does not exceed the amounts specified in Exhibit C-1, Service Fee Table, Table A, multiplied by the corresponding percentage specified in Section 8, Sliding Fee Scale, in accordance with the client's applicable income level.
- 5.6. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.
- 5.7. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay fees in Section 5.4.2 above, until after working with the client as in Section 5.6 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

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- 5.8. The Contractor shall provide copies of financial accounts to clients, upon request.
- 5.9. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the amount specified in Exhibit C-1, Service Fee Table, Table A, except for services specified in Section 6 and Section 7, below.
- 5.10. The Contractor shall, in the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service exceeds the amounts specified in Exhibit C-1, Service Fee Table, Table A, and/or Section 6 and/or Section 7, below, refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.
- 5.11. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, in accordance with a corrected application of the Sliding Fee Schedule.
- 5.12. In the event of overpayment as a result of billing the Department for services when a third party payer would have covered the service, the Contractor shall repay the Department in an amount and within a timeframe agreed upon between the Contractor and the Department.
6. Additional Billing information for Room and Board for Medicaid Clients with Opioid Use Disorder (OUD) in Residential Level of Care.
- 6.1. The Contractor shall invoice the Department for Room and Board payments up to \$100/day for Medicaid clients with OUD in residential level of care.
- 6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of **\$1,537,829**.
- 6.3. The Contractor shall maintain documentation of the following:
- 6.3.1. Medicaid ID of the Client.
 - 6.3.2. WITS ID of the Client, if applicable.
 - 6.3.3. Period for which room and board payments apply.
 - 6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3.
 - 6.3.5. Amount being billed to the Department for the service.
- 6.4. The Contractor shall ensure clients receiving services rendered from SOR funds have a documented history or current diagnoses of Opioid Use Disorder (OUD).

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6.5. The Contractor shall coordinate ongoing client care for all clients with documented history or current diagnoses of OUD, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated MAT Services for Medication and Physician Time as indicated in Section 5 above and as follows:

7.1.1. Medication

7.1.1.1. The Contractor shall seek reimbursement for MAT medication based on the Contractor's usual and customary charges according to Revised Statutes Annotated (RSA) 126-A:3 III. (b), except for Section 7.1.1.2 below.

7.1.1.2. The Contractor shall be reimbursed for MAT with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.1.1.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to seven (7) days per week, using the code for Methadone in an OTP as H0020, and the code for buprenorphine in an OTP as H0033.

7.1.1.2.2. The Contractor shall seek reimbursement for up to three (3) doses per client per day.

7.1.1.3. The Contractor shall maintain documentation of the following:

7.1.1.3.1. WITS Client ID Number;

7.1.1.3.2. Period for which prescription is intended;

7.1.1.3.3. Name and dosage of the medication;

7.1.1.3.4. Associated Medicaid code;

7.1.1.3.5. Charge for the medication;

7.1.1.3.6. Client cost share for the service; and

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7.1.1.3.7. Amount being billed to the Department for the service.

7.1.2. Physician Time

7.1.2.1. The Contractor agrees that Physician Time is the time spent by a physician or other medical professional to provide MAT Services, including but not limited to:

7.1.2.1.1. Assessing the client's appropriateness for a medication.

7.1.2.1.2. Prescribing and/or administering a medication.

7.1.2.1.3. Monitoring the client's response to a medication.

7.1.2.2. The Contractor shall seek reimbursement according to Exhibit C-1, Service Fee Table, Table A.

7.1.2.3. The Contractor shall maintain documentation of the following:

7.1.2.3.1. WITS Client ID Number;

7.1.2.3.2. Date of service;

7.1.2.3.3. Description of service;

7.1.2.3.4. Associated Medicaid code;

7.1.2.3.5. Charge for the service;

7.1.2.3.6. Client cost share for the service; and

7.1.2.3.7. Amount being billed to the Department for the service.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Section 5, above.

8.2. The Contractor shall implement the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit C-1, to Charge the Client
0%-138%	0%

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139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit C-1, Service Fee Table, Table A. The Contractor shall:

- 9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client
- 9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.
- 9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.
- 9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.
- 9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review sixty (60) days after of the last day of the billing month may be subject to non-payment.

9.3. The Contractor shall work with the Department to develop an alternative process for submitting invoices for services that cannot be billed through WITS.

9.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
 Department of Health and Human Services

Manchester Alcoholism Rehabilitation Center
 d/b/a Farnum Center

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**New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services
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129 Pleasant Street
Concord, NH 03301


- 9.5. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.
- 9.6. Funds in this contract may not be used to replace funding for a program already funded from another source.
- 9.7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.
- 9.8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 9.9. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.
- 9.10. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.
- 9.11. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 9.12. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 9.13. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- 9.14. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant Funds

- 10.1. The Contractor agrees to use the SAPT funds as the payment of last resort.
- 10.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

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d/b/a Farnum Center

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- 10.2.1. Make cash payments to intended recipients of substance abuse services.
 - 10.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.
 - 10.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.
 - 10.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.
- 10.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:
- 10.3.1. Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

11. Audits

- 11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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- 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 11.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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 Substance Use Disorder Treatment and Recovery Support Services



Exhibit C-1

Service Fee Table

The contract rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services.

Table A

	Service	Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	\$275.00	Per evaluation
1.2.	Individual Outpatient	\$22.00	15 min
1.3.	Group Outpatient	\$6.60	15 min
1.4.	Partial Hospitalization	\$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	\$104.00	Per day
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	\$154.00	Per day
1.7.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	\$100.00	Per day

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Exhibit C-1

	Service	Maximum Allowable Charge	Unit
1.8.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.9.	Integrated Medication Assisted Treatment - Medication	See Exhibit C, Section 7.1	See Exhibit C, Section 7.1
1.10	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	\$215.00	Per day

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Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

- US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
- US DEPARTMENT OF EDUCATION - CONTRACTORS**
- US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

11/20/2020

Date



DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Exhibit E – Certification Regarding Lobbying

Vendor Initials 
 Date 11/20/2020

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters; and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/20/2020

Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO

Contractor Initials ET
Date 11/20/2020

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

Contractor Initials

ET

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/20/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Date 11/20/2020



New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

ET

Date 11/20/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials ET

Date 11/20/2020



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

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Date 11/20/2020



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) i, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State by:
Katja Fox
 Signature of Authorized Representative
 katja - Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 11/20/2020
 Date

Easter Seals New Hampshire, Inc
 Name of the Contractor
Elin Treanor
 Signature of Authorized Representative
 Elin Treanor
 Name of Authorized Representative
 CFO
 Title of Authorized Representative
 11/20/2020
 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

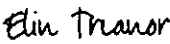
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

11/20/2020

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO



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Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 948500285

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov