



Lori A. Shibbinette
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.dbhs.nh.gov

September 8, 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 an existing contract with Headrest (VC# 175226-R001), Lebanon, NH, for consultation services to develop a plan to implement the 988 national three-digit dialing code for the National Suicide Prevention by extending the completion date from September 30, 2021 to January 21, 2022, with no change to the contract price limitation of \$90,000, effective upon Governor and Council approval. 100% Other Funds (988 Planning Grant).

The original contract was approved by Governor and Council on May 19, 2021, Item #21.

Funds are available in the following account for State Fiscal Year 2022, 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.

**05-92-92-920010-25940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988
GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92002594	\$54,000	(\$49,000)	\$5,000
2022	102-500731	Contracts for Prog Svc	92002594	\$36,000	\$49,000	\$85,000
			Total	\$90,000	\$0	\$90,000

EXPLANATION

The purpose of this request is to continue consultation services for the development of a plan to implement the 988 national three-digit dialing code for the National Suicide Prevention Lifeline. The Contractor will continue working with the Department and the members of 988 Planning Coalition to develop a plan to address key coordination, capacity, funding and communication strategies to prepare for the launching of 988 three-digit dialing code for the National Suicide Prevention Lifeline.

5A
MAC

The Contractor will continue scheduling, attending and facilitating monthly planning meetings with the New Hampshire Planning Coalition, which consists of the Department and stakeholders statewide, including, but not limited to, the National Alliance on Mental Illness (NAMI NH); the NH E9-1-1 (Department of Safety); representatives from the Governor's Office; and community mental health centers.

The Contractor will provide a written final implementation plan no later than January 21, 2022, which must utilize the template provided by 988 planning grant funders and must include:

- A detailed operating plan.
- Proposed solutions to increase capacity and increase in-state answer rates for projected call volume estimates.
- Recommendations for interfacing with NH Enhanced 9-1-1.
- Recommendations for interfacing with the proposed rapid response access point.
- Recommendations to address power outages or a disruption in connectivity at the Suicide Prevention Hotline contractor's physical location.
- An evaluation of potential infrastructure upgrades.
- Protocols for call transfers and potential follow-up contacts.
- A detailed summary of potential funding options.
- Key considerations as required by 988 planning grant funders
- A summary of any recommended legislative actions

Should the Governor and Council not authorize this request the Department may not be able to transition to the 988 national three-digit dialing code for the National Suicide Prevention Lifeline by the target launch date of July 16, 2022, as required by federal legislation.

Area served: Statewide.

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

This Amendment to the Planning and Consultation Services for 988 Implementation 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 May 19, 2021 (Item #21), 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 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 1.7, Completion Date, to read:
January 21, 2022.
2. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5, to read:
 - 1.5. The Contractor shall deliver the required services in accordance with Table 1.5.1 below:

Table 1.5.1	
Due Date	Required Service
September 2, 2021	Planning Coalition Meeting Facilitation
September 30, 2021	Provide Draft Implementation Plan
October 7, 2021	Planning Coalition Meeting Facilitation
October 13, 2021	Public Meeting Facilitation
November 4, 2021	Planning Coalition Meeting Facilitation
November 10, 2021	Public Meeting Facilitation
December 2, 2021	Planning Coalition Meeting Facilitation
December 8, 2021	Public Meeting Facilitation
January 6, 2021	Planning Coalition Meeting Facilitation
January 12, 2022	Public Meeting Facilitation
January 21, 2022	Provide Final Implementation Plan

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be 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

9/9/2021

Date

DocuSigned by:

Katja Fox

Name: Katja Fox

Title: Director

Headrest

9/9/2021

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

9/10/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

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:

State of New Hampshire

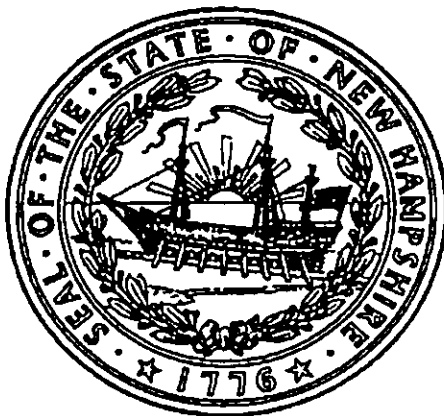
Department of State

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 "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 9-9, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That Cameron Ford, Executive Director of Headrest
(Name and Title of Contract Signatory)

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

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

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

Dated: 9-9-2021 _____


Signature of Elected Officer
Name: Laura Cousineau
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2021

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 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 THE ROWLEY AGENCY INC. A B Gile, a division of P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Christine Holman PHONE (A/C No. Ext.): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: <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: Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Eastern Alliance Insurance Co.</td> <td>10724</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: Philadelphia Insurance Company		INSURER B: Eastern Alliance Insurance Co.	10724	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company															
INSURER B: Eastern Alliance Insurance Co.	10724														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Headrest, Inc. Headrest, Inc. dba CAIP 14 Church Street Lebanon NH 03766															

COVERAGES

CERTIFICATE NUMBER: 21-22 All lines \$3M

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 YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2158369	7/15/2021	7/15/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMPIOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK2158365	7/15/2021	7/15/2022	Employee Benefits \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Hired/borrowed \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB731419	7/15/2021	7/15/2022	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			excl officers: B of Directors	7/15/2021	7/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		128046-01 - 3A: NH			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A					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)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

State of NH - Dept of Health
and Human Services
129 Pleasant
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

C Holman, CPCU, CIC/C

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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.

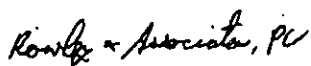
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

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	583,785	-	583,785	140,203
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)
	115,696	-	115,696	113,965
OTHER ASSETS				
Loan origination fee, net of amortization	374	-	374	500
TOTAL ASSETS	\$ 699,855	\$ -	\$ 699,855	\$ 254,668
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	90,298	-	90,298	94,709
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	296,336	-	296,336	130,063
NET ASSETS				
Net assets without donor restriction	403,519	-	403,519	88,199
Net assets with donor restriction	-	-	-	36,406
TOTAL NET ASSETS	403,519	-	403,519	124,605
TOTAL LIABILITIES AND NET ASSETS	\$ 699,855	\$ -	\$ 699,855	\$ 254,668

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	<u>(35,128)</u>	<u>(24,872)</u>
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 2020</u>	<u>June 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



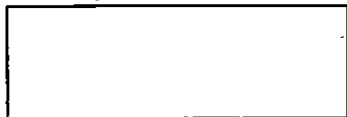
Nominating cte. Chair
Development cte.
Governance cte.

Andy Daubenspeck



Board Secretary*
Governance cte. chair
Personnel cte.

Perry Eaton



Board Treasurer*
Finance cte chair
IT cte. chair

Karl Ebbighausen



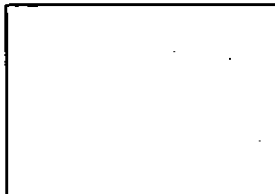
Nominating cte.

John Ferney



Executive cte. Member-at-large
Personnel cte. Chair
Finance cte.
Governance cte

Laurie Harding



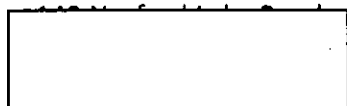
Past president*
Nominating cte.
Development cte.

Angie Leduc



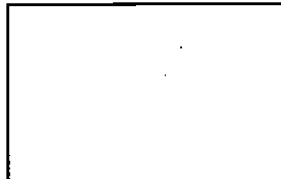
Vice-chair
Governance cte.
Nominating cte.

Jay Leiter



Development cte.

David McGaw



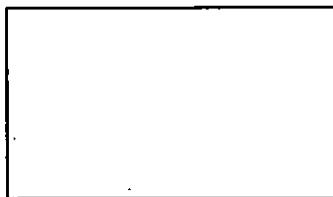
Nominating cte.

Matt McKenney



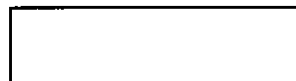
Board Chair
Ex officio on all ctes.

Kathie Nolet



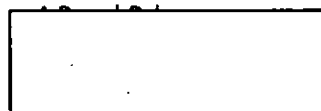
Personnel

Carol Olwert



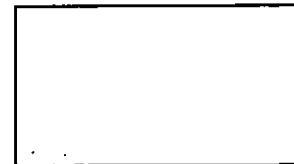
Development cte. chair
Finance cte.

John Vansant



Facilities cte. Chair

Joan Vogel



Personnel cte.

Brandon Koone



Facilities cte.
M&A ad-hoc cte.

Alison Underwood



Development cte.

Cameron Ford, Exec. Director



Executive Director

*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

CONTRACTOR NAME

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

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

Lori A. Skibbette
 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

April 19, 2021

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

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Retroactive, Sole Source** contract with Headrest (VC# 175226-R001), Lebanon, NH, in the amount of \$90,000 for consultation services to develop a plan to implement the 988 national three-digit dialing code for the National Suicide Prevention Lifeline, effective retroactive to March 1, 2021 upon Governor and Council approval through September 30, 2021. 100% Other Funds (988 Planning Grant).
- 2) Further authorize an advance payment of \$5,000 in accordance with the terms of the contract, effective upon Governor and Council approval. 100% Other Funds (988 Planning Grant).

Funds are available in the following account 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.

05-92-92-920010-26940000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, DIV BEHAVIORAL HEALTH OPERATIONS, 988 GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92002594	\$54,000
2022	102-500731	Contracts for Prog Svc	92002594	\$36,000
			Total	\$90,000

EXPLANATION

This request is **Retroactive** because funds from the 988 Planning Grant were not awarded until March 1, 2021. The 988 Planning Grant is a private grant from the administrator of the National Suicide Prevention Lifeline, and is made possible by private donations. 988 Planning Grant funds are available from March, 2021 until September, 2021.

This request is **Sole Source** because the Contractor is the only accredited National Suicide Prevention Crisis Call Center in the state, and the 988 Planning Grant requires a nationally

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

recognized call center to receive a stipend and participate in planning and development for the transition to the 988 three-digit dialing code for the National Suicide Prevention Lifeline.

The purpose of this request is to provide consultation services and develop a plan to implement the 988 national three-digit dialing code for the National Suicide Prevention Lifeline. The Contractor will work with the Department and the members of 988 Planning Coalition to develop a plan to address key coordination, capacity, funding and communication strategies to prepare for the launching of 988 three-digit dialing code for the National Suicide Prevention Lifeline.

The Contractor will schedule, attend and facilitate monthly planning meetings with the New Hampshire Planning Coalition, which consists of the Department and stakeholders statewide, including, but not limited to, the National Alliance on Mental Illness (NAMI NH), NH E9-1-1 – (Department of Safety), representatives from the Governor's Office, and community mental health centers.

The Contractor will provide a written final implementation plan no later than September 30, 2021, which must utilize the template provided by 988 planning grant funders and must include:

- A detailed operating plan.
- Proposed solutions to increase capacity and increase in state answer rates for projected call volume estimates.
- Recommendations for interfacing with NH Enhanced 9-1-1.
- Recommendations for interfacing with the proposed rapid response access point.
- Recommendations to address power outages or a disruption in connectivity at the Suicide Prevention Hotline contractor's physical location.
- An evaluation of potential infrastructure upgrades.
- Protocols for call transfers and potential follow-up contacts.
- A detailed summary of potential funding options.
- Key considerations as required by 988 planning grant funders
- A summary of any recommended legislative actions

Should the Governor and Council not authorize this request the Department may not be able to transition to the 988 national three-digit dialing code for the National Suicide Prevention Lifeline by the target launch date of July 16, 2022 as required by federal legislation.

Area served: Statewide.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Planning and Consultation Services for 988 Implementation (SS-2021-BDAS-07-PLANNI-01)

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

AGREEMENT

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

GENERAL PROVISIONS**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 Street Lebanon, NH, 03766,	
1.5 Contractor Phone Number (603) 448-4872	1.6 Account Number 05-92-92-920010-25940000	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$90,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Cameron Ford</i> Date: 4/22/2021		1.12 Name and Title of Contractor Signatory Cameron Ford Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja Fox</i> Date: 4/22/2021		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: 4/22/2021			
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 omission of the

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on March 1, 2021 ("Effective Date").

1.2. 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
Planning and Consultation Services for 988 Implementation**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this agreement, all references to days shall mean business days, defined as Monday-Friday of each week, excluding State holidays.
- 1.2. The Contractor shall provide consultation services and develop a plan to implement the 988 national three-digit dialing code for the National Suicide Prevention Lifeline. Consultation services must include, but are not limited to:
 - 1.2.1. Scheduling, attending and facilitating no less than one (1) planning meeting each calendar month with the New Hampshire 9-8-8 Planning Coalition, which may include, but is not limited to:
 - 1.2.1.1. The Department.
 - 1.2.1.2. The National Alliance on Mental Illness NH (NAMI-NH).
 - 1.2.1.3. Department of Safety 9-1-1 and/or NH Enhanced 9-1-1.
 - 1.2.1.4. Granite United Way 2-1-1.
 - 1.2.1.5. Representatives from the Suicide Prevention Council.
 - 1.2.1.6. The Office of the Governor.
 - 1.2.2. Attending no less than one (1) meeting with the Department prior to each planning meeting.
 - 1.2.3. Scheduling, attending and facilitating no less than one (1) post planning meeting with the Department no less than five (5) days after each planning meeting.
 - 1.2.4. Preparing and distributing meeting minutes that include assigned follow-up actions from each meeting.
 - 1.2.5. Scheduling, attending, and facilitating no less than three (3) public meetings for community members.
- 1.3. The Contractor shall provide a written draft implementation plan in accordance with Table 1.5.1.
- 1.4. The Contractor shall provide a written final implementation plan in accordance with Table 1.5.1, which must include, but is not limited to:
 - 1.4.1. A detailed operating plan.
 - 1.4.2. A list of necessary equipment and infrastructure.
 - 1.4.3. Capability to receiving text messages.
 - 1.4.4. Chat messaging functionality.
 - 1.4.5. Projected call volume estimates, and proposed solutions to increase capacity.

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**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT B

- 1.4.6. Recommendations for interfacing with NH Enhanced 9-1-1.
- 1.4.7. Recommendations for interfacing with the Rapid Response Access Point.
- 1.4.8. Recommendations to address power outages or a disruption in connectivity at the Suicide Prevention Hotline contractor's physical location.
- 1.4.9. An evaluation of potential infrastructure upgrades.
- 1.4.10. Protocols for call transfers and potential follow-up contacts.
- 1.4.11. A staffing plan.
- 1.4.12. A detailed summary of potential funding options.
- 1.4.13. A summary of any recommended legislative actions.
- 1.5. The Contractor shall deliver the required services in accordance with Table 1.5.1 below:

Table 1.5.1	
Due Date	Required Service
	Introductory Meeting Facilitation
May 20, 2021	Planning Coalition Meeting Facilitation
May 31, 2021	Public Meeting Facilitation
June 15, 2021	Public Meeting Facilitation
June 20, 2021	Planning Coalition Meeting Facilitation
July 20, 2021	Planning Coalition Meeting Facilitation
July 31, 2021	Public Meeting Facilitation
August 20, 2021	Planning Coalition Meeting Facilitation
August 31, 2021	Provide Draft Implementation Plan
September 20, 2021	Planning Coalition Meeting Facilitation
September 30, 2021	Provide Final Implementation Plan

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

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**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT B

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. **Additional Terms**
 - 3.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 3.1.1. 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.
 - 3.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement 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.
 - 3.3. **Credits and Copyright Ownership**
 - 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
 - 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.

**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT B

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

4. Records

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

4.1.1. 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.

4.1.2. 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.

**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds (9-8-8 Grant).
2. The Department will pay the Contractor a \$5,000 stipend upon approval of this contract by the Governor and Executive Council.
 - 2.1. The Department may recoup payment made under this section or withhold future payments in an amount not to exceed \$5,000, in whole or in part, in the event the Contractor does not expend funding under this section in accordance with the purposes of this Agreement, in accordance with Paragraph 8, of the General Provisions Form P-37.
3. Notwithstanding section 2, payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with required services delivered as specified in Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5, Table 1.5.1.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. 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. Final payment will be issued after the Department receives the written final implementation plan, in accordance with Exhibit B, Scope of Services.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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. 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

**New Hampshire Department of Health and Human Services
Planning and Consultation Services for 988 Implementation**

EXHIBIT C

services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
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. 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
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

CF

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:

4/22/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name:

4/22/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials *CF*
Date 4/22/2021

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 (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/22/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

4/22/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit 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:

4/22/2021

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

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

Contractor Initials

CF

Date 4/22/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

Date 4/22/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

Date 4/22/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

Department of Health and Human Services

The State by:

Katja Fox

Signature of Authorized Representative

Katja Fox

Name of Authorized Representative
Director

Title of Authorized Representative

4/22/2021

Date

Headrest Inc

Name of the Contractor

Cameron Ford

Signature of Authorized Representative

Cameron Ford

Name of Authorized Representative

Executive Director

Title of Authorized Representative

4/22/2021

Date

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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:

4/22/2021

Date

DocuSigned by:

Cameron Ford

Name: Cameron Ford

Title: Executive Director

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Date 4/22/2021



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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.

- 61806653
1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

 NO YES

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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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DHHS Information Security Requirements



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

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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